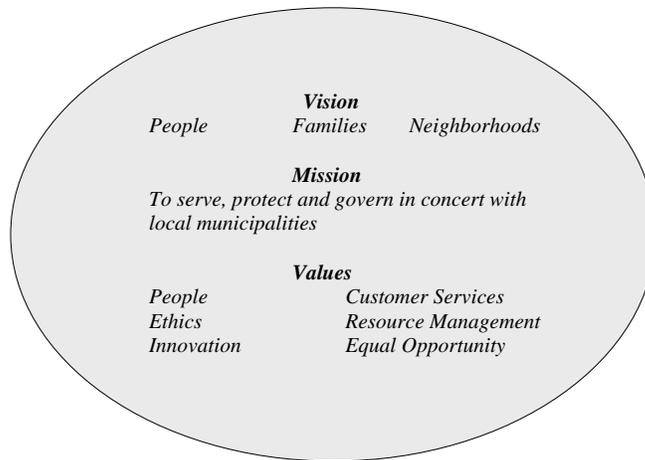




FULTON COUNTY



REQUEST FOR PROPOSAL NO: 11RFP78618A-DR

NEIGHBORHOOD STABILIZATION PROGRAM (NSP 3)

For

HOUSING AND HUMAN SERVICES

RFP DUE DATE AND TIME: Thursday, June 9, 2011.
RRE PROPOSAL CONFERENCE: May 26, 2011 at 10:00 A.M.
RFP ISSUANCE DATE: Thursday, May 12, 2011
PURCHASING CONTACT: Donald Riley @ (404) 612-7916
E-MAIL: Donald.Riley@fultoncountyga.gov
LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE # 1168
ATLANTA, GA 30303

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SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County is soliciting proposals from organizations interested in undertaking projects with the use of the County's Neighborhood Stabilization Program (NSP 3) funds. Due to the nature of the activities and the time frame constraints for commitment and expenditures, the County may award more than 1 (one) vendor as a result of this solicitation to undertake projects under the program. Those responding to this solicitation must commit to working with the County on the acquisition, and rehabilitation of foreclosed or abandoned residential property. The County intends to focus efforts and be able to assist the most critical areas and have maximum impact on revitalizing distressed communities. The single-family homes may be sold to income-eligible homebuyers, used as long-term rental properties, and/or offered as lease-purchase units. Proposals must indicate whether the proposer is willing to participate in the rental program for these units. Successful respondents should be able to demonstrate experience in single-family acquisition, property valuation, asset management, rehabilitation management, marketing and sales, and management of scattered site single-family rental units if applicable. See Section 1.5 for minimum threshold requirements required of Proposers in order to be considered.

Multi-family properties (2-4 units) assisted with NSP 3 funds must be operated by the proposer as long-term permanent affordable housing and will be subject to ongoing compliance provisions throughout the period of affordability. Appendix F includes the application and underwriting policies that the County will use to evaluate these project-specific requests. Proposers must be able to demonstrate prior experience in ownership, redevelopment, and all phases of management of multi-family properties similar in scope to the size of the project being proposed as outlined in Exhibit C in order to be considered.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 4.1. Based on the results of the evaluation, the County will award contracts for Neighborhood Stabilization Program Implementation funds to the most qualified Proposers based on the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

This project involves the acquisition of foreclosed or abandoned residential properties with NSP 3 funding following site approval of Fulton County. Proposers will develop scopes of work to bring the units into compliance with all County Codes, manage the rehabilitation process, and manage the asset during

the holding period. Upon completion of the homeownership units, they will be sold to income-eligible buyers who can qualify for private financing. Financial assistance in the form of housing assistance or second mortgages may be made available to the buyer to assist with the process. Housing counseling will be required of all potential purchasers.

All rehabilitation and new construction funded with NSP will comply with applicable laws, codes, and other requirements relating to housing safety, quality, and habitability, in order to sell, rent, or redevelop such homes and properties. The minimum code to be followed will be standards required by Fulton County Housing code or the city's housing standards if located in a municipality within the County or the Minimum Standard Georgia Building Codes. Energy-efficiency improvements and new construction standards which will enhance long-term affordability are required. Green building/ green rehabilitation is encouraged. The units must meet Energy Star standards.

The following resources are designed to assist in the construction and rehabilitation of green affordable housing. These are provided on the NSP Resource Exchange under "Toolkits," at <http://hudnsphelp.info/index.cfm?do=viewToolkitsHome>

- Green Housing Development Guide:
<http://hudnsphelp.info/media/resources/GreenHousingDevelopmentGuide.pdf>
- Sample Housing Rehabilitation Checklist:
<http://hudnsphelp.info/media/resources/HousingRehabilitationChecklist.doc>
- Sample Single-Family Housing Rehabilitation Specifications, including Green Specs:
<http://hudnsphelp.info/media/resources/SampleSingleFamilyRehabSpecificationsIncludingGreenSpecs.doc>
- Sample Single-Family Housing Rehabilitation Standard Template :
<http://hudnsphelp.info/media/resources/SingleFamilyHousingRehabilitationStandard.doc>

Some single-family properties in the program may be made available as long-term rental units or through lease-purchase arrangements depending upon their price, location, and marketability. All multi-family properties assisted with NSP 3 funding will be long-term affordable rental housing and must be owned and operated by the applicant throughout the required affordability period as outlined in the agreement with the County.

Due to the nature of the activities and the time frame constraints for commitment and expenditures, the County may award more than 1 (one) vendor as a result of this solicitation to undertake projects under the program. It is the County's intent to maximize the number of units acquired and redeveloped under this program. Proposers that can demonstrate funding commitments from non-NSP sources

that can also be used in these projects will be considered to have higher capacity to carry out program activities than those that do not.

Federal requirements that apply to this program include Davis-Bacon, Environmental review, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), including Section 504 handicapped access requirements, Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135, vicinity hiring requirement to the maximum extent feasible, provide for hiring of employees that reside in the vicinity of NSP3 funded projects or contract with small businesses that are owned and operated by persons residing in the vicinity of NSP3 projects, the Uniform Relocation Act as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24 and lead-based paint requirements of part 35, subparts A, B, J, K, and R. In addition, key OMB circulars and regulations apply including A-87: Cost reasonableness and eligibility, A-133: Audits and Part 85/Part 84: Financial management systems and procurement. The proposer must comply with all HUD regulations pertaining to this project.

Other NSP 3 Requirements:

- NSP Target Areas – NSP funds can only be spent in target neighborhoods identified as being areas of greatest need, as specified by the County.
- Project must comply with income targeting requirements: At least 25% of funds must be used for housing individuals and families whose incomes do not exceed 50 percent of area median income. NSP funds will be made available to individuals and families whose incomes do not exceed 120 percent of area median income.
- Purchase Discount – Any foreclosed upon residential property acquired with NSP funds must be at a discount of at least 1 percent below current appraised market value, based on an independent appraisal.
- Sale Price Limitation – Per the HERA statute, the price for selling homes to assisted households under NSP cannot exceed the cost to acquire and redevelop/rehabilitate the home plus related costs. In determining the sale price, maintenance costs, such as boarding up units, lawn mowing etc, cannot be included.
- The Applicant must be registered and licensed to do business in the State of Georgia at the time of application and must submit copies of current registration with the Secretary of State and any related licenses.
- Buyer Requirements – The following requirements pertain to the sale of the homes to eligible buyers:
 - Occupancy by Low Moderate Middle Income Households – All units assisted with NSP funds must serve households with incomes at or below 120 percent of the AMI. Additionally, a minimum of 25 percent of the NSP units must serve households with incomes at or below 50 percent of the AMI.

- Buyer Note and Mortgage – All NSP funds will be secured by a mortgage and note and will be provided in the form of a zero interest deferred loan consistent with the Affordability Period requirements.
- Primary Residence -- Homes acquired, rehabilitated and sold under this RFP must be in use as a primary residence.
- Homebuyer Counseling – All homebuyers that are assisted must be provided at least 8 hours of homebuyer counseling through a HUD-certified homebuyer counseling organization. Potential homebuyers must provide a copy of the Homebuyer Education Certificate of Completion, prior to closing.
- Deadlines – Developers that receive NSP 3 funds must take title (in the case of acquisition) or have a fully executed construction contract (in the case of rehabilitation) for funded properties within 12 months of receiving notice of intention to award by the County. Projects must demonstrate progress toward this deadline by reaching milestones in an approved schedule. Due to strict federal deadlines, projects that do not reach milestones in a timely manner will be subject to rescission of NSP funding.
- Reporting – Each funded applicant will be expected to collect and report information about the uses of funds at least monthly and quarterly including, but not limited to:
 - Property location & activity
 - Funds budgeted and expended (NSP and all funding sources)
 - Beginning and ending dates of activities
 - Purchase price, appraisal and discount amount for each property acquired

The proposed budget for all activities to be undertaken with NSP 3 funding is listed below. Those items marked with an * indicate those activities to be undertaken under proposals submitted through this solicitation. Other activities will be undertaken directly by Fulton County or as part of a future solicitation. Fulton County may revise this budget at any time throughout the project implementation period as needed.

Proposed NSP County Funded Activities:

Activity	Total
Acquisition	of \$1,411,675.00
Foreclosed/Abandoned Properties	
Rehabilitation	of \$500,000.00
Foreclosed/Abandoned Properties	
Set-aside Requirement	\$773,721.00
Housing Assistance	\$100,000.00
Planning and Administration	\$309,488.50
Total	\$3,094,885

1.3 BACKGROUND

The Neighborhood Stabilization Program (NSP) legislation was signed into law on July 30, 2008. A total of \$3.92 billion was appropriated nationwide to states and local jurisdictions that receive Community Development Block Grant Program entitlement funding through the U. S. Department of Housing and Urban Development (HUD). In response to the continual national foreclosure and subprime lending crisis, Congress authorized another round of funding under The Neighborhood Stabilization Program. NSP III is authorized under Section 1497 of the Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) of 2010 (Pub. L. 111-203, approved July 21, 2010) for emergency assistance for redevelopment of abandoned and foreclosed homes and residential properties. NSP III funds in the amount of \$50,421,988 were awarded to the State of Georgia with \$3,094,885 made available to Fulton County's Housing and Human Services Department through the U.S. Department of Housing and Urban Development (HUD). HUD published the formula allocations and program requirements for NSP 3 grants on October 19, 2010 (Volume 75, Number 201), and the final rule December 8, 2010 (Vol. 75, No. 235) with the effective of January 8, 2011. A copy of the federal regulations for the program can be found at the following links:

Federal Register:

<http://www.gpoaccess.gov/fr/>

Or

Neighborhood Stabilization Program. Resource Exchange:

<http://hudnsphelp.info/index.cfm?do=viewResource&ResourceID=790>

The NSP3 Amendment/Abbreviated Action Plan was due to each grantee's designated HUD field office representative no later than March 1, 2011. Fulton County submitted an application to HUD on February 24, 2011, was approved and received the signed grant agreement from HUD. A copy of the application to HUD can be found on Fulton County's website at the following link:

<http://www.fultoncountyga.gov/hous-programs2>

For purposes of this solicitation, NSP 3 funds may be used for the following activities, all of which were identified in the County's applications as proposed activities. All properties must either be foreclosed, abandoned, or vacant in order to be assisted with NSP 3 funding. Funds can be used only for the following three eligible uses that were included in Fulton County's amendment document submitted to HUD:

- A. Establish financing mechanisms for the purchase and redevelopment of foreclosed residential properties (soft seconds, shared equity loans, etc.)

-
- B. Purchase and rehabilitate abandoned or foreclosed residential properties
 - C. Redevelop for housing

Funds must be used to house individuals and households at or below 120% of the area median income and a minimum of 25% of the funds must be used to serve persons at or below 50% of the area median income for metro Atlanta. Fulton County is proposing to meet the set-aside mandate primarily through the provision of financial assistance to organizations seeking to undertake the redevelopment of properties to serve as permanent rental housing, home ownership opportunities or through lease-purchase arrangements with residents.

1.4 COUNTY OBJECTIVES

The following are the County Objectives for this project:

- A. The purchase of foreclosed or vacant single- and multi-family properties in those geographic areas to address critical housing needs in the County's highest risk census tracts due to foreclosures, abandonment and blight.
- B. The rehabilitation of those properties in conformance with all applicable laws, codes, and other requirements relating to housing safety, quality, and habitability, in order to sell, rent, or redevelop such homes and properties. The minimum code to be followed will be standards required by Fulton County Housing code or the City's housing standards if located in a municipality within the County or the Minimum Standard Georgia Building Codes. Rehabilitation in excess of the above minimum standards may be undertaken in order to incorporate modern, green building and energy-efficiency improvements which will enhance long-term affordability.
- C. The long-term occupancy of those homes by income-eligible purchasers or renters which should lead to enhanced stabilization of those communities

1.5 MINIMUM QUALIFICATIONS

Proposers shall meet the following minimum qualifications, with no exceptions, to be considered for the award of this contract:

- i. Sufficient financing/leveraged funds with a minimum of a 25% match identified and/or secured to complete project(s), providing letters of commitment or of interest from recognized community development lenders.
- ii. Demonstrate capacity to administer HUD funds specifically NSP, CDBG and /or HOME, and describe how this project will become self-sustaining and leverage private investment. The proposer should submit a briefing indicating the experience working with HUD funds.
- iii. The organization must demonstrate a minimum of at least a minimum of five (5) years experience providing property acquisition, rehabilitation management, real estate marketing, and sale of low moderate ownership housing; management of affordable rental housing, rental regulation agreements and tenant certifications for single family and multifamily units. Please submit a complete list of single-family real estate projects undertaken and completed over the last 36 months including information as to the type of

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- project, the total cost, sources of funds, and final disposition. If submitting a project-specific multi-family application for funding, the organization must have completed a minimum of 3 projects. Rental units must be occupied only by households whose incomes are less than or equal to 120% of area median income, adjusted for family size. The proposer should submit a list of executed contracts/agreements.
- iv. Applicant must demonstrate capacity to complete proposed project within the required timeframe. (Readiness to Proceed within 30- 45 days of the notice to proceed). The proposer should submit a proforma and/or timeline of the design plan.

**Applicants that do not meet the threshold requirements may be deemed ineligible for further consideration.*

1.6 PURCHASING THE RFP PACKAGE

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under “Bid Opportunities”.

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Thursday, May 26, 2011 at 10:00 A.M** in the Assembly Hall located on the first floor of the Fulton County Government Center, 141 Pryor Street S.W., Suite 5001, Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is mandatory for responding to this RFP. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.8 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **June 9, 2011 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum. The applicant may not submit any additional information after the above deadline. **Faxed RFPs will not be accepted.**

1.9 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned to the sender at their expense. It

shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person **Donald Riley, Assistant Purchasing Agent at 130 Peachtree Street, Suite 1168 Atlanta, GA 30303, Phone #: (404) 612-7916 or via fax at (404) 893-1730.** Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Abandon - A home or residential property is abandoned if either a) mortgage, tribal leasehold, or tax payments are at least 90 days delinquent, or b) a code enforcement inspection has determined that the property is not habitable and the owner has taken no corrective actions within 90 days of notification of the deficiencies, or c) the property is subject to a court-ordered receivership or nuisance abatement related to abandonment pursuant to state or local law or otherwise meets a state definition of an abandoned home or residential property.

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

Contractor - An entity that supply goods and services at an agreed-upon rate or price. When a grantee or subrecipient hires a contractor, the contractor must be procured pursuant to Part 84.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Developer - A for-profit or private nonprofit individual or entity that the grantee provides NSP assistance to for the purpose of (1) acquiring homes and residential properties to rehabilitate for use or resale for residential purposes and (2) constructing new housing in connection with the redevelopment of demolished or vacant properties. Developers are program beneficiaries and thus distinct from subrecipients, grantee employees, and contractors. Developers may

receive NSP funds from either the grantee or a subrecipient. Developer led rehabilitation is undertaken pursuant to 24 CFR 570.202(b)(1). New housing construction is undertaken pursuant to 24 CFR 570.204, or the NSP notice published on October 6, 2008, as amended.

Foreclosed. A home or residential property has been foreclosed upon if any of the following conditions apply: (a) the property's current delinquency status is at least 60 days delinquent under the Mortgage Bankers of America delinquency calculation and the owner has been notified; (b) the property owner is 90 days or more delinquent on tax payments; (c) under state, local, or tribal law, foreclosure proceedings have been initiated or completed; or (d) foreclosure proceedings have been completed and title has been transferred to an intermediary aggregator or servicer that is not an NSP grantee, contractor, subrecipient, developer, or end user.

Homes and Residential Properties: HUD interprets "homes" as any type of permanent residential dwelling unit, such as detached single family structures, townhouses, condominium units, multifamily rental apartments (covering the entire property), and manufactured homes where treated under state law as real estate (not personal property). "Residential properties" includes all of the above plus vacant land that is currently designated for residential use, e.g. through zoning.

HUD - means the United States Department of Housing and Urban Development.

LMMI – Low-moderate and middle income is a HUD-defined term incorporating households with eligible incomes (at or below 120% of area median, based on household size and county), including low-, moderate-, and middle-income, in referring to the national objective of the CDBG program.

Low-Income Set-Aside - refers to the HERA requirement that not less than 25 percent of the funds NSP funds to the GRANTEE shall be used for the purchase and redevelopment of abandoned or foreclosed upon homes or residential properties that will provide permanent housing to individuals or families whose incomes do not exceed 50 percent of area median income.

Minority-Business Enterprise - is a business in which minority group members own 51 percent or more of the company; or, in the case of a publicly-owned business, one in which minority-group members own at least 51 percent of its voting stock and control management and daily business operations.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

Sub recipient - A nonprofit or public agency that assists a grantee or another subrecipient to administer all or a portion of the NSP program. As provided in the NSP Bridge Notice, published on June 19, 2009, “Subrecipient shall have the same meaning as at the first sentence of 24 CFR 570.500(c). This includes any nonprofit organization (including a unit of general local government) awarded funds by a state. The term also includes any land bank receiving NSP funds from a grantee or another subrecipient.” Section 570.500(c) reads as follows: “Subrecipient means a public or private nonprofit agency, authority, or organization, or a for-profit entity authorized under 570.201(o), receiving CDBG funds from the recipient

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- D. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or

entity in violation is “non-responsive”, and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Wednesday, June 2, 2011 at 5:00 P.M.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing and Contract Compliance

Attn: Donald Riley, CPPB, Assistant Purchasing Agent

130 Peachtree Street S.W. Suite 1168

Atlanta GA 30303

Email: donald.riley@fultoncountyga.gov

Fax: (404) 612 -7916

Phone: (404) 612- 5823

RE: **11RFP78618A-DR**, Neighborhood Stabilization Program (NSP 3)

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers. During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website,

www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options. At the sole discretion of the County and upon approval by the Fulton County Board of Commissioners, the agreement may be renewed for up to two (2) additional one (1) year periods with the same terms and conditions. Additionally, the Developer must adhere to all NSP 3 rules including the expenditure timeline. Under NSP3, grantees have two (2) years from the date HUD signed their grant agreements to expend 50% of the funds (awarded amount) and three (3) years to expend an amount equal to these allocations.

2.6 REQUIRED SUBMITTALS

See “**Exhibit 1**” for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of two (2) members from Housing & Human Service/Office of Housing and Community Development, two (2) Purchasing Staff members and one (1) Finance Staff member who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's **"No Contact during Procurement"** policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by

any modifications made by the County

- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall

be rejected and returned unopened.

- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.19 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had

made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may be required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Community Development Specialist, or designated representative of the department.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

See Section 5, Proposal Forms for declarations and affidavits.

2.23 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.24 RIGHT TO PROTEST

Any actual bidder or offeror who is aggrieved in connection with the solicitation or award of a contract shall protest in writing to the Director of Purchasing & Contract Compliance. An actual bidder or offeror is defined as a person or entity who has submitted a bid or proposal on the project for which they are filing a protest. A protest shall be submitted to and received by the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity known or should have known of the solicitation, the award of contract to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

2.25 FIRST SOURCE JOBS POLICY

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contract is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County. Forms are provided in Section 6 of this RFP.

2.26 LIQUIDATED DAMAGES

Each selected DEVELOPER agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain (particularly with respect to the public harm that would occur as a result of such nonperformance, breach or default of the DEVELOPER) and that the liquidated damages reductions provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. In those cases where additional remedies are provided for, the parties acknowledge and agree that such remedies are intended to address harms and damages which are separate

and distinct from those which the liquidated damages are meant to remedy. The amounts of the liquidated damages have been determined, taking into account, among other things, cost savings which a party might realize as a result of the circumstance resulting in the requirement to pay liquidated damages, and any such savings shall not mitigate or off-set the requirement the DEVELOPER to pay the full amount of such liquidated damage.

For the DEVELOPER's failure to complete the Project pursuant to the scheduled benchmarks, the County has the right to retain as liquidated damages \$150.00 for single family project and \$300.00 for multi-family project for each day that the Project remains unfinished.

2.27 RETAINAGE

Each milestone payment will be subject to a 10% retainage holdback until 50% of the value of the Project work is due and the performance is satisfactory to the County, at which time further payments will not be subject to retainage holdbacks, unless the County determines that the work is unsatisfactory or has fallen behind schedule. Upon final Acceptance, the amounts retained minus 200% of the estimated value of the outstanding work will be released to the Company.

2.28 GENERAL REQUIREMENTS

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.

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7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
 8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
 9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.

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12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
 13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
 14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
 15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
 16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
 19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.

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20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
 21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be “non-responsible” in the future.
 22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
 24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
 25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
 26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
 27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
 29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate

from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.

30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".

Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **June 9, 2011 at 11:00 A.M.** and must be addressed to:

REQUEST FOR PROPOSALS RFP #: 11RFP78618A-DR
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303

The Proposal shall consist of a Technical Proposal, Financial Information, Cost Proposal, Staff Capacity and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS RFP #11RFP78618A-DR

**Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit one (1) original of the Technical Proposal and five (5) copies on CD media in PDF format. Proposers shall submit one (1) original of the Contract Compliance Exhibits with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Proposers shall submit one (1) original and five (5) copies of the Cost Proposal in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

A. Description of Services to be provided and Strategies to be used:

Proposers selected for the program will work with Fulton County on its implementation with the goal being the acquisition, rehabilitation and re-occupancy of residential properties by income-qualified households. Included in the strategies and services related to these activities are the following:

- I. Identification of eligible properties for purchase or rental based upon a strategy developed in conjunction with County staff.
- II. Negotiation with sellers and closing on the acquisition of County-approved properties.
- III. Development of rehabilitation work scopes for each property.

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- IV. Bidding for contractor services as required under federal procurement guidelines and oversight of the rehabilitation process.
 - V. Marketing of completed properties to potential residents for leasing, rental or homeownership.
 - VI. Asset management of all properties until final sale and using affordability periods.
 - VII. Ongoing property management if long-term rental of units is being proposed.
 - All leases must be prepared using the form approved by County NSP designated staff
 - Screening and intake of potential tenants
 - Income verification of potential tenants
 - Income certification of tenants
 - Financial tracking of all property management accounts
 - VIII. All closing activities relative to their final sale including the determination of income eligibility of the buyers.

****The above listed are samples of service – not all inclusive****

3.4 COMPENSATION TO PROPOSERS

The NSP regulations **does not allow for profit to development entities that successfully complete projects.** For projects involving acquisition, rehab, and sale to income-eligible buyers, the sales price of the home must be determined by the total of the cost of acquisition, rehabilitation, any holding costs associated with the property prior to sale, and any costs related to the sale. An entity may charge developer's fees only under 24 CFR 570.202(b)(1), which allows a grantee to provide CDBG funds or NSP funds to assist in the acquisition and rehabilitation/ reconstruction of property by private individuals or entities. Developers are, however, allowed to include a developer's fee in this sales price to compensate them for their time and administrative expenses as defined in 24 CFR 570.205 and 570.206. The right to charge a developer's fee is available only to an entity that receives assistance from the grantee or the subrecipient and assumes some of the risk of the project, which the developer does by investing some of his/her own money in the project. **Fulton County has determined that this fee may not exceed 10% of the total cost of acquisition, rehabilitation, and documented holding costs of the property that are acceptable to the County.** Proposers must complete the Cost Proposal Form that outlines the percentage of project cost that is being requested for the developer's fee.

All sales proceeds generated at closing must be returned to Fulton County and will be used for further housing activity under the program as defined in CFR 570.504.

For rental projects, Fulton County will review each project on a case by case basis to determine the compensation to the Proposer and the disposition of any program income generated by the project.

3.5 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer’s knowledge, skills and abilities to provide requested services.

The Technical Proposal shall be arranged and include content as described below. In the event a multi-family proposal is being submitted, guidelines for that format and content are included in the application package for that in Exhibit H. The Application included in Exhibit G must be completed in full as well.

Section 1 - Executive Summary

The executive summary shall include a brief statement of approach to the work, understanding of the project’s goals and objectives and demonstrated understanding of the project’s potential problems and concerns.

- A) Your organizational objectives for the program.
- B) Detailed information as to how you propose to meet those objectives and your project outcomes for each activity.

Section 2 – Project Plan

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

Activity	Total
Acquisition of Foreclosed/Abandoned Properties	\$1,411,675.00
Rehabilitation of Foreclosed/Abandoned Properties	of \$500,000.00
Set-aside Requirement	\$773,721.00
Housing Assistance	\$100,000.00
Planning and Administration	\$309,488.50
Total	\$3,094,885

2. Description of Services to be provided and Strategies to be used:
 - a. Proposers shall provide a full range of comprehensive professional services necessary to implement the county’s “Neighborhood Stabilization Program”, to include the following activities:

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- b. The proposed budget for all activities to be undertaken with NSP 3 funding is listed below. Those items marked with an * indicate those activities to be undertaken under proposals submitted through this solicitation. Other activities will be undertaken directly by Fulton County or as part of a future solicitation. Fulton County may revise this budget at any time throughout the project implementation period as needed.
3. Project Management
Provide details as to how you propose to manage all aspects of the project from acquisition through disposition or during the rental term is applicable. Be sure to include:
 - a. A detailed proposed timetable of activities.
 - b. Details as to how you propose to carry out asset management responsibilities.
 - c. Any experience you may have in working with lease-purchase arrangements and asset management for rental units. Any additional resources you propose to use to carry out activities under the program.
 - d. The ability to move quickly to implement and complete projects.
 - e. A performa or project design reflecting your readiness to proceed within 30-45 days after the notice to proceed is provided by Fulton County Staff.
 4. Project Budget
Provide a comprehensive project implementation budget that includes the assumptions used to derive projected costs for each activity. Be sure to include any funding from other sources (leverage funds) that may also be used to carry out these projects and indicate whether it is firmly committed or proposed. If committed, please include documentation and further details as to this commitment. Additionally, describe the methods you will utilize to ensure cost effectiveness of your project.
 5. Application Summary Form
All applicants must submit a completed Application Summary Form as found in Appendix G.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Experience
 - Relevant Training
 - Courses completed during past five (5) years
 - Previous Work Experience related to development, federal funding and real estate transactions in the State of Georgia

-
- Include two (2) references for each key personnel member on similar projects.
2. Identify all members of the project team including outside consultants. Include the role and responsibilities that each key personnel member will perform on this project.
 3. All proposed key personnel must have at least a minimum of three (3) years work experience in some phase of real estate development.
 4. The Project Manager must have a minimum of five (5) years experience in single-family real estate sales, marketing, rehabilitation, or rental.
 5. Include a description of prior accomplishments and contract compliance for all members of the project team.
 6. Address how you propose to incorporate Section 3 requirements (24 CFR 135) including efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and and very low-income persons, particularly those who are recipients of government assistance for housing into your proposal.
 7. Address how you propose to fulfill the Minority Business Enterprise and Women's Business Enterprise (MBE/WBE) requirement. Under Executive Orders 11625, 12432, and 12138, the local PJs must prescribe procedures acceptable to HUD for a minority outreach program to ensure that they are making concerted efforts to attract minority groups to the procurement process.

Section 4 – Relevant Project Experience

In accordance with the minimum qualifications in Section 1.5 of this RFP, identify the most recent projects undertaken in the last 36 months that involved acquisition, rehabilitation, rental management, real estate marketing and the resale or long-term leasing of both single family and multifamily residential property. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

-
- Describe in detail any experience with similar projects your organization has completed that would prepare it to undertake activities under NSP. Priority will be given to those organizations that can demonstrate the most extensive experience carrying out real estate development with the use of federal assistance and those with the most in-house experience in all phases of single-family development. Please be sure to address the following:

- A) Include any experience working with or administering federal affordable housing programs.
- B) Provide a specific timeline for all previous projects showing major benchmarks from acquisition through project completion.
- C) Provide any experience in overseeing single- or multi-family housing rehabilitation.
- D) Provide any experience in the purchase, sale, rental, lease purchase and marketing of single-family properties.
- E) Provide any experience in multi-family (2-4 units) redevelopment and property management and provide a copy of its rental property management procedures, state who will be providing the management, how much experience they have in rental property management and prove adequate management staff will be available. Attach a proposers approach to providing services/marketing plan for lease purchase, rental and homeownership.
- F) Detail any organizational housing counseling experience or relationships with housing counseling agencies.
- G) Relationships with outside lenders, appraisers, housing and code inspectors, closing attorneys, and real estate brokers.
- H) Projects must guarantee ongoing affordability of each unit and have a mechanism to monitor and implement ongoing affordability of the units. Please describe how the agency will maintain affordable units.

Section 5 – Past Performance

The proposer should include a listing and description of no more than four (4) projects completed over the past three years using NSP, HOME, or CDBG funding. Also demonstrating the capacity to manage and maintain such properties as required by the program with documented experiences including timeliness, uses of the budgets and audit findings status of the projects. Additionally, please provide a description of performing any prior Fulton County federal activities.

Section 6 – Proposer Financial Information

Proposer's financial statements will be reviewed. The review will focus on the Proposer's Statement of Income, Balance Sheet and Cash Flow Statements.

Financial Statement/Capability

In order for the County to complete its financial review the following documentation is requested:

- A) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position. The Proposer must have had an audit prepared by a qualified independent accountant or service within the last 24 months and submit a copy with the application package. Audited financial statements may be accepted in lieu of a complete audit at the discretion of the County.
- B) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- C) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- D) The proposers shall provide proof of financial capacity (cash/ firm commitment letter from lending institution) so that a determination can be made that the development entity is capable of undertaking the project. Loan commitments must be from a Federal Deposit Insurance Corporation (FDIC) insured lending institution or an acceptable lender.
- E) The proposers shall provide documentation as to what resources will be used to provide equity to the project and documentation that supports future cash resources available or committed.
- F) If proposer is a Non-Profit Organization, see Appendix D

Section 7 - Proposed Project Timeline

It is anticipated that successful Proposers for either multifamily or single-family program will be approved to proceed with acquisition and rehab of projects identified by Fulton County. The projects will be implemented in phases with the total number of houses and/or units in each phase to be determined by Fulton County based upon its evaluation of organizational capacity. As those units are rehabilitated and either made available for rental opportunities, leased or sold, an additional request for another phase may be submitted. The expected timetable for deliverables under this solicitation is as follows beginning with the Notice to Proceed:

County review and approval of 30 days
specific sites for purchase

Closing on acquisition	30 days
Submittal of work scopes for approval by the County	60 days
Completion of rehabilitation	120 days
Closing/Lease-up of units	60 days

The proposer should include a performa and/or project design with time schedules.

Section 8 - Availability of Key Personnel

- A) Percentage of time key personnel will spend on this project
- B) Current workload of key personnel
- C) Status of key personnel as employee or contractor
- D) If the proposer is a Non-Profit Organization, see Appendix “D” Item # 4

Section 9- Location of Firm

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference points of ten (10) points the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

- A) Copy of occupational tax certificate (business license);
- B) Copy of a lease or rental agreement;
- C) Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a “0” (zero) for Local Preference.

3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms provided. Exhibit E includes the Cost Proposal Form to be completed by Proposers who wish to undertake single-family projects under this solicitation. For those proposing to undertake project-specific multi-family rental developments with NSP 3 funding, these projects will each be underwritten as outlined in the County's Multi-family Application in Appendix F with funding terms to be determined after the underwriting process has been completed.

**SECTION 4
EVALUATION CRITERIA**

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
Project Plan	30%
Qualifications of Key Personnel	10%
Relevant Project Experience	10%
Financial Responsibility	5%
Availability of Key Personnel	10%
Past performance on previous contracts.	5%
Project Timeline	5%
Disclosure Form & Questionnaire	5%
Local Preference	10%
Cost Proposal	10%
TOTAL POINTS	100%

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

5.2 PROPOSAL FORMS DESCRIPTION

Certification Regarding Debarment

Proposer shall complete and submit **Form A**, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

Non-Collusion Affidavit of Bidder/Offeror

The Proposal shall include a copy of Proposal **Form B**, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit **Form C**, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

Disclosure Form and Questionnaire

The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit **Form D**, which requests disclosure of business and litigation.

Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit **Form E**, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit **Form F**, Subcontractor Affidavit.

Professional License

Proposer and any subcontractor(s) performing work required by state law to be licensed must provide a copy of their license for the work they will perform on this project. **Form G**

Local Preference Affidavit of Bidder/Offer

Proposer shall complete and submit **Form H**, which certifies that the Proposer is eligible to receive local preference points.

FORM A:

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to

obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____, and/or appendices # _____ to # _____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

FORM D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type

of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of

such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission (“SEC”) may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty or of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

STATE OF GEORGIA

COUNTY OF FULTON

FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

**FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

Form H: Local Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-358(f), the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-358(f), in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

SECTION 6

CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers

funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 1

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 2

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

_____ Title Firm Name
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B - EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not of Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) Bidder/Proposer Subcontractor

Submitted by: _____ **Date Completed:** _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority

firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20__, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he

(she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD	PROJECT NAME:	
FROM:	PROJECT NUMBER:	
TO:	PROJECT LOCATION:	

	PRIME CONTRACTOR	Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Contract Period Ending Date
TOTALS						

Executed By: _____
(Signature)

Nortary: _____
 My Commission Expires: _____

 (Printed Name)

Date: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

**FORM 1
FULTON COUNTY**

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2
FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS

INSURANCE AND RISK MANAGEMENT PROVISIONS
CONSULTING SERVICES

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. Workers Compensation/Employer's Liability Insurance – Statutory

(In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	by Accident	Each Accident	\$100,000
Employer's Liability Insurance	by Disease	Policy Limit	\$500,000
Employer's Liability Insurance	by Disease	Each Employee	\$100,000

2. **Commercial General Liability Insurance** (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence General Aggregate	\$1,000,000 \$2,000,000
Products\Completed Operation Personal and Advertising Injury Fire Damage	Aggregate Limit Limits Limits	\$2,000,000 \$1,000,000 \$100,000

3. **Business Automobile Liability Insurance**

Combined Single Limits (Including operation of non-owned, owned, and hired automobiles)	Each Occurrence	\$1,000,000
---	-----------------	-------------

4. **Umbrella Liability**

(In excess of above noted coverage's)	Each Occurrence	\$1,000,000
---------------------------------------	-----------------	-------------

5. **Professional Liability**

SEE BELOW (Scale)

Contract Value – Under \$5,000,000	per Claim/Aggregate	\$1,000,000/\$2,000,000
Contract Value - \$5,000,000 - \$10,000,000	per Claim/Aggregate	\$2,000,000/\$4,000,000
Contract Value – Over \$10,000,000		TO BE DETERMINED (TBD)

(To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted).

Extended Reporting Period 3-5 Years

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an **Additional Insured** (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303-3459
Certificates **must** list Project Name (where applicable).

Important:

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor/Vendor shall confine its apparatus; the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney’s fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor’s obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker’s Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

Fulton County acknowledges that all provisions of this indemnity agreement may not be applicable to the contractor/vendor’s business. To the extent that contractor/vendor may demonstrate such no applicability, Fulton County may negotiate amendments to this agreement as the circumstances dictate.

Contractor/vendor acknowledges having read, understanding, and agreeing to comply with this indemnification and hold harmless agreement, and the representative of the contractor/vendor identified below is authorized to sign contracts on behalf of the responding contractor/vendor.

Company: _____ Signature: _____
Name: _____ Title: _____ Date: _____

**SECTION 8
SAMPLE CONTRACT**



CONTRACT DOCUMENTS FOR
11RFP78618A-DR
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
For
HOUSING & HUMAN SERVICES

Index of Articles

ARTICLE 1.	<u>SCOPE OF WORK</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>DELIVERABLES</u>
ARTICLE 5.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 6.	<u>MODIFICATIONS</u>
ARTICLE 7.	<u>SCHEDULE OF WORK</u>
ARTICLE 8.	<u>CONTRACT TERM</u>
ARTICLE 9.	<u>COMPENSATION</u>
ARTICLE 10.	<u>PROGRAM INCOME</u>
ARTICLE 11.	<u>REVERSION OF ASSETS</u>
ARTICLE 12.	<u>PROHIBITION OF USE OF FEDERAL FUNDS FOR LOBBYING</u>
ARTICLE 13.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 14.	<u>DISPUTES</u>
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CONTRACT AGREEMENT

Neighborhood Stabilization Program 3

DEVELOPER and Community Redevelopment Services Agreement with
[NAME OF DEVELOPER].

AN AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND
[NAME OF DEVELOPER] TO PROVIDE FUNDING TO DEVELOPER
FOR COMMUNITY REDEVELOPMENT SERVICES UNDER THE
FULTON COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP
3) OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT (HUD).

THIS AGREEMENT, hereinafter referred to as the “Agreement” or NSP DEVELOPER Agreement”, entered into in Fulton County, Georgia on [____ Date _____] 2011, by and between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as the “County”, the address of which is: 137 Peachtree Street SW, 3rd Floor, Atlanta, Georgia, 30303, and [Name DEVELOPER], existing under the laws of the State of Georgia, hereinafter referred to as the “DEVELOPER”, the address of which is [Insert Address].

WHEREAS, the County has made application and entered into a contract with the U.S. Department of Housing and Urban Development, hereinafter referred to as “HUD”, pursuant to authorized under Section 1497 of the Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) of 2010 (Pub. L. 111-203, approved July 21, 2010) hereinafter referred to as the “Act”, and Federal Register, Vol. 75, No. 201 , Page 64322-64348, as amended, hereinafter referred to as the “Regulations”; and

WHEREAS, Fulton County was awarded funding under the Act for the Neighborhood Stabilization Program, hereinafter referred to as “NSP 3”; and

WHEREAS, pursuant to that application, the County is undertaking certain activities to develop and sustain viable communities, to provide decent housing and a suitable living environment and to expand economic opportunities principally for persons and households of very low and/or low and moderate income, as fully described in the Consolidated Planning Document, hereinafter referred to as the “CPD” and in the Neighborhood Stabilization Program, Substantial Amendment to the NSP 3 Plan (2011); and

WHEREAS, in pursuit of its goals and pursuant to that application, the County desires to enter into an agreement with the DEVELOPER to facilitate the execution of the NSP in Fulton County through the Purchase/Rehabilitation of Properties and Rental Property Management as outlined in the Substantial Amendment to the NSP 3 Plan (2011); and

WHEREAS, the Purchase/Rehabilitation of Properties, Rental Property Management and Redevelopment are eligible activities for which NSP funds may be used and they meet the national objective of benefiting income qualified participated that earn between 50% to 120% of area median income (AMI).

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

The following attached documents are hereby incorporated hereto:

Exhibit A	General Conditions
Exhibit B	Special Conditions
Exhibit C	Scope of Work
Exhibit C(1)	Description of Project
Exhibit D	Project deliverables
Exhibit E	Compensation
Exhibit F	Office of Contract Compliance Forms
Exhibit G	Insurance and Risk Management Provisions
Exhibit H	Land Use Restrictive Agreement
Exhibit I	Environmental Review Assurances
Exhibit J	Security Deed
Exhibit K	Funding Agreement

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and Agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, and is signed by the County's and the DEVELOPER's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Agreement Documents shall be in conflict with any other portion, the various documents comprising the Agreement Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of DEVELOPER's proposal that was accepted by the County and made a part of the Agreement Documents.

The Agreement was approved by the Fulton County Board of Commissioners on.

ARTICLE 1. SCOPE OF WORK

The DEVELOPER shall carry out, or cause to be carried out, the scope of work, budget, and schedules described in SCOPE OF WORK **Exhibit "C"**, attached hereto and made part hereof.

A. All activities shall be completed in compliance with all applicable Fulton County Codes and Ordinances in a satisfactory and proper manner as determined by the County. Such services shall be performed, except as otherwise stated herein, by persons or instrumentalities solely under the domain and control of the DEVELOPER.

B. For the purposes of carrying out the NSP in an effective and efficient manner, the DEVELOPER shall comply with terms and conditions, including record keeping and reports for program monitoring and evaluation purposes as established by the County and/or by HUD.

C. The DEVELOPER agrees that all housing constructed or rehabilitated with NSP funds shall meet all applicable laws, state and local construction codes (Fulton County Code of Ordinances), zoning ordinances and other requirements relating to housing safety, quality, and habitability, in order to sell, rent, or redevelop such homes and properties at the time of Project completion. Newly constructed housing shall meet the current edition of the Model Energy Code published by the Council of American Building Officials. All housing shall meet the accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and covered multifamily dwellings, as defined at 24 CFR § 100.201, shall also meet the design and construction requirements at 24 CFR § 100.205, which implements the Fair Housing Act (42 U.S.C. §§ 3601-3619).

D. The DEVELOPER has primary responsibility to market vacant units. The DEVELOPER will affirmatively market any unit available in a manner to attract residents without regard to race, color, national origin, sex, religion, familial status or disability. The DEVELOPER agrees, in soliciting residents, to do the following:

1. Use the Equal Housing Opportunity logo in all advertising;
2. Display a Fair Housing poster in the rental and/or primary office;
3. Maintain files of DEVELOPER's affirmative marketing activities for five (5) years after the affordability period and provide access thereto to County staff;
4. Exercise affirmative marketing of all units; and
5. Verify all information concerning the resident, which may be obtained from any source by the DEVELOPER or its assignees or designees.

E. The DEVELOPER shall maintain such records and accounts, including program records; financial records; program administration records; equal opportunity and fair housing records; affirmative marketing and MBE/WBE records; records demonstrating compliance with the income determination requirements of 24 CFR Part 570; recordkeeping requirements of 24 CFR § 570.506; environmental review requirements of 24 CFR Part 58; records demonstrating compliance with the requirements of 24 CFR Part 570 regarding displacement, relocation and real property acquisitions; records demonstrating

compliance with the labor requirements of Davis Bacon and Related Acts; records demonstrating compliance with the Lead-based paint requirements of 24 CFR § 570.608; records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR § 570.611; debarment and suspension certifications required by 24 CFR Parts 570 and 91; and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all NSP funds and activities.

F. As part of the Scope for Work, the County has chosen four potential census tracts to invest: 10508 block group 2, 10509 block group 1, 10510 block group 5 and 10511 block group 1. The County expects the DEVELOPER to obtain foreclosure information, define if the properties are eligible based on the HUD defined foreclosure and abandoned definitions, and acquire the required HUD defined impact units or as designated by NSP staff.

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT:

County and DEVELOPER agree the Project is to perform the services described in DESCRIPTION OF PROJECT **Exhibit C (1)**, in an abridged version. A full description of the Project is contained in the RFP. All exhibits referenced in this Agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

In general, DEVELOPER for single-family Project: A total of up to 20 homes will be acquired, rehabilitated (comply with Federal and Fulton County building code standards) and occupied with income qualified participants that earn between 50% to 120% of area median income (AMI).

And/or

In general, DEVELOPER for multi-family Project: Depending on funding levels small 2-4 unit(s) will be acquired, rehabilitated (comply with Federal and Fulton County building code standards) and occupied with income qualified participants that earn between 0% to 80% of area median income (AMI).

ARTICLE 4. DELIVERABLES

DEVELOPER shall deliver to County all deliverables prepared under the terms of this Agreement. Deliverables shall be furnished to County by DEVELOPER in a media of form that is acceptable and usable by County at no additional cost at the end of the Project.

ARTICLE 5. SERVICES PROVIDED BY COUNTY

DEVELOPER shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Recommended Sequence of Events for NSP Acquisition and Rehabilitation, if required, will be performed and furnished by County in a timely manner so as not to unduly delay DEVELOPER in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County policies consistent with County rules and regulations. DEVELOPER may rely upon written consents and approvals signed by County authorized representative that is consistent with County rules and regulations.

ARTICLE 6. MODIFICATIONS

If during the course of performing the Project, County and DEVELOPER agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any Change Order and/or supplemental Agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 7. SCHEDULE OF WORK

DEVELOPER shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to DEVELOPER from County. The DEVELOPER shall begin work under this Agreement no later than five (5) days after the effective date of Notice to Proceed. The Schedule of Work is as follows:

Activity	Single-Family	Multi-Family
County review and approval specific sites for purchase	Up to 30 days	Up to 45 days
Closing on acquisition	Up to 30 days	Up to 60 days
Submittal of work scopes for approval by the County	Up to 60 days	Up to 90 days
Completion of rehabilitation	Up to 120 days	Up to 150 days
Closing/ Lease-up units	Up to 60 days	Up to 90 days.
** The County and selected vendor(s) will discuss and finalized these dates		

DEVELOPER shall also comply with the Recommended Sequence of Events for NSP Acquisition and Rehabilitation attached hereto as **Exhibit “C”**.

ARTICLE 8. CONTRACT TERM

The initial term of the Agreement shall be for a one (1) year term, with two (2), one (1) year renewal options. At the sole discretion of the County and upon approval by the Fulton County Board of Commissioners, the Agreement may be renewed for up to two (2) additional one (1) year periods with the same terms and conditions.

ARTICLE 9. COMPENSATION

Compensation for work performed by DEVELOPER on the Project shall be in accordance with the payment provisions and compensation schedule, attached as **Exhibits “E”**.

9.1. The County shall make compensation for the services described in the **Exhibits “C”**, SCOPE OF WORK, during the performance of this Agreement.

9.2. The County shall make payment to the DEVELOPER upon conditional commitment of funds as the Project is subject to Environmental Review. Payment shall then be made through reimbursement of costs incurred by the DEVELOPER in the performance and execution of the services under this Agreement. Payments shall be made on a monthly basis upon the County’s receipt of proper and sufficient documentation of such costs and as satisfactory to the County.

- 9.3. Such documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, property appraisal, itemized rehabilitation cost and other deliverables.
- 9.4. The Agreement shall be compensated based on performance. The purchase of real property once approved by the County shall be compensated on a reimbursement basis. All development fees will be paid based on performance milestones as outlined in ARTICLE 7, SCHEDULE OF WORK.
- 9.5. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street SW, 3rd Floor, S.W, Atlanta, GA, 30303. Two copies of the request and the statement shall be included with the submission.

The total Agreement amount for the Project shall not exceed [Insert amount approved by BOC], which is full payment for a complete Scope of Work.

ARTICLE 10. PROGRAM INCOME

- 10.1. Program Income, as defined in 24 CFR 570.500 (a), means any gross income received by the recipient (County) or a Subrecipient (the DEVELOPER) directly generated from the use of CDBG/NSP funds, except as provided in paragraph (a)(4) of 570.500. The DEVELOPER shall provide information regarding Program Income to the County concurrently with the monthly and quarterly reports described and required by Article 4 of this Agreement.
- 10.2. Any Program Income received or generated by the DEVELOPER as a result of the NSP assistance provided under this Agreement shall be returned to the County. The activities undertaken with any Program Income generated shall conform to all federal regulations and comply with the Scope of Work and shall comply with all other provisions of this Agreement. Program Income shall only be used to further affordable housing activities decided by Housing staff for other eligible Projects as defined by the NSP Program.

ARTICLE 11. REVERSION OF ASSETS

- 11.1. Upon expiration or termination of this Agreement, any remaining Program Income that is either on hand or to be received after the Agreement's expiration, shall be transferred to the County.
- 11.2. Further, in the event that the DEVELOPER should sell or otherwise dispose of any property acquired with Fulton County NSP funds, in a manner not consistent with the NSP Program and/or this Agreement, the disposition shall result in the County being reimbursed in the amount of the current fair market value of the

property or in the full amount of the NSP funds provided by the County, whichever is greater, at that time less any portion of the value attributable to expenditures of non-Fulton County NSP funds. In the event that such a sale or disposition occurs outside of the minimum affordability periods described in this Agreement, such reimbursement shall not be required.

ARTICLE 12. PROHIBITION OF USE OF FEDERAL FUNDS FOR LOBBYING

12.1. By signing this Agreement the undersigned DEVELOPER certifies that all activities under this Agreement will adhere to 24 CFR Part 87 (New Restrictions on Lobbying) and to the best of his/her knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the DEVELOPER or the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative Agreement.
- (B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (C) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.
- (D) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, U. S. Code, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 13. PERSONNEL AND EQUIPMENT

DEVELOPER shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent DEVELOPER on all matters pertaining to this Agreement.

DEVELOPER represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by DEVELOPER under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or Sub-DEVELOPER performing services on this Project by DEVELOPER. No changes or substitutions shall be permitted in DEVELOPER's key personnel or Sub-DEVELOPER as set forth herein without the prior written approval of the County. Requests for changes in key personnel or Sub-DEVELOPERs will not be unreasonably withheld by County.

ARTICLE 14. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the Fulton County Housing & Community Development's designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the DEVELOPER. The DEVELOPER shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, DEVELOPER shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, DEVELOPER shall proceed diligently with performance of the Agreement and in accordance with the decision of the Housing & Community Development designated representative.

ARTICLE 15. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or DEVELOPER may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) TIME IS OF THE ESSENCE and if the DEVELOPER refuses or fails to perform the work as specified in Exhibit A, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to DEVELOPER, terminate DEVELOPER's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and DEVELOPER shall be required to provide all copies of finished or unfinished documents prepared by DEVELOPER under this Agreement to the County as stated in Exhibit D and D1, "Monthly Progress Report" and "Quarterly Performance Report" .
- (5) DEVELOPER shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the DEVELOPER's right to proceed with the work has been terminated, the DEVELOPER shall be liable for any damage to the County resulting from the DEVELOPER's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another DEVELOPER to complete the Project.

ARTICLE 16. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions and in accordance with the provisions in 24 CFR § 85.44, the County may terminate this Agreement for its convenience with thirty (30) days written notice to DEVELOPER. If the Agreement is terminated for convenience by the County, as provided in this Article, DEVELOPER will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by DEVELOPER which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 17. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the DEVELOPER, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the DEVELOPER must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the DEVELOPER will immediately resume performance under this Agreement as required in the notice.

ARTICLE 18. DEFAULT BY DEVELOPER/SANCTIONS

Notwithstanding any other provisions of this Agreement, if the County determines that the DEVELOPER is in default under the Agreement and/or the Grant/Funding Documents, the County will notify the DEVELOPER of the actions required to be taken to cure the default and of the remedies to be applied by the County should DEVELOPER fail to cure the default. A default shall consist of any use of NSP Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in the Articles herein, any material breach of the Agreement, failure to comply with the audit requirements herein, or failure to expend NSP Funds in a timely or proper manner.

18.1 Upon the occurrence of any such default the County shall serve due notice to the DEVELOPER, at which time the DEVELOPER shall have a reasonable opportunity to respond and cure. For purposes of this Agreement, a reasonable opportunity to respond and cure any default shall be ten (10) days from the date the County delivers personal service or mails written notice of such default to the DEVELOPER, hereinafter referred to as the "Cure Period".

18.2. Should DEVELOPER fail to cure the default, the County may, but is not limited to, terminate the Agreement, seek specific performance under the Agreement, reduce or suspend the Project assistance payment and take all steps to recover any payment where appropriate.

18.3 Failure of the DEVELOPER to cure or address the default may result in the imposition of the following sanctions: adjustment, reduction, or withdrawal of future grant funds, or result in termination, reduction, or limited availability of payments.

18.4 Prior to the imposition of sanctions, the County may:

(1) Issue a letter of warning advising the DEVELOPER of the performance problem(s), describing the corrective actions that the County believes should be taken, establishing a completion date for corrective actions, and notifying the DEVELOPER that more serious actions may be taken if the performance problem(s) is not corrected or is repeated;

(2) Request the DEVELOPER submits progress schedules for completing activities or complying with the requirements of the Agreement;

(3) Recommend that the DEVELOPER suspend, discontinue, or not incur costs for the affected activity;

(4) Recommend that the DEVELOPER redirect funds from affected activities to other eligible activities;

(5) Recommend that the DEVELOPER obtain appropriate technical assistance using existing grant funds or other available resources to overcome the performance problem(s).

18.5. Costs resulting from obligations incurred by the DEVELOPER during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other DEVELOPER costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if:

(a) The costs result from obligations which were properly incurred by the DEVELOPER before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancellable, and,

(b) The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

18.6. No delay or omission by County and/or HUD in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any DEVELOPER default.

ARTICLE 19. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 20. INDEPENDENT CONTRACTOR

DEVELOPER shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute DEVELOPER or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 21. PROFESSIONAL RESPONSIBILITY

DEVELOPER represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement; All the services required hereunder will be performed by DEVELOPER or under the direct supervision of DEVELOPER. All personnel engaged in the Project by DEVELOPER shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by DEVELOPER without the prior written consent of the County.

ARTICLE 22. COOPERATION WITH OTHER CONTRACTORS

DEVELOPER will undertake the Project in cooperation with and in coordination with other studies, Projects or related work performed for, with or by County's employees, appointed committee(s) or other Contractors or Sub- Contractors. DEVELOPER shall fully cooperate with such other related Contractors or Sub- Contractors and County employees or appointed committees. DEVELOPER shall provide within his schedule of work, time and effort to coordinate with other Contractors or Sub- Contractors under contract with County. DEVELOPER shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or Sub- Contractors or by County employees. DEVELOPER shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Contractors or Sub- Contractors in any manner.

ARTICLE 23. FISCAL NON-FUNDING CLAUSE

This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced or unavailable, the County shall notify the DEVELOPER of such occurrence, and the County may terminate this Agreement, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the DEVELOPER. The County shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the County shall notify the DEVELOPER of such occurrence and the County may

terminate this Agreement without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the DEVELOPER.

ARTICLE 24. ACCURACY OF WORK

DEVELOPER shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve DEVELOPER of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. DEVELOPER shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to DEVELOPER. DEVELOPER shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 25. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps, inspection, and computations prepared by or for DEVELOPER, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve DEVELOPER of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and DEVELOPER shall produce progress prints or copies of any work as performed under this Agreement. Refusal by DEVELOPER to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to DEVELOPER until DEVELOPER complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by DEVELOPER.

ARTICLE 26. INDEMNIFICATION

The DEVELOPER shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the DEVELOPER to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the DEVELOPER or any of its officers, directors, employees, representatives, agents or Subcontractors Partners in connection with this Agreement; (3) DEVELOPER's fault; or (4) the performance of the DEVELOPER's obligations under this Agreement. The DEVELOPER shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that DEVELOPER has acted as an agent of the County, the DEVELOPER is specifically excluded from the term "agent" mentioned in the previous sentence, such that DEVELOPER will be required to comply with the requirements of this Article. DEVELOPER's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not

limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. DEVELOPER shall not indemnify or hold harmless the County for the sole acts or omissions of employees or officers of the County. DEVELOPER further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of DEVELOPER. These DEVELOPER indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 27. CONFIDENTIALITY

DEVELOPER agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by DEVELOPER pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the Housing & Community Development department.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by DEVELOPER without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to DEVELOPER, but should any such information be released by County or by DEVELOPER with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 28. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

DEVELOPER agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. DEVELOPER or any Sub-DEVELOPER is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the Department of Housing and Community Development. All electronic files used in connection to this Agreement, which are by

definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and DEVELOPER shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by DEVELOPER and registered in the name of Fulton County Department of Housing and Community Development, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which DEVELOPER has pre-existing proprietary rights and/or has otherwise been licensed to DEVELOPER prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. DEVELOPER agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 29. COPYRIGHT AND PUBLICITY

- 29.1. No report, map, or other document produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the DEVELOPER without the prior written consent of the County. All such reports, maps, or other documents shall become and be deemed the property of the County and title therein shall automatically vest in the County.
- 29.2. Further, any publicity given to this Project must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning, this Project, the DEVELOPER agrees to display and make known that the Project was assisted under the auspices of the Fulton County Neighborhood Stabilization Program. In the event of new construction or substantial rehabilitation, and at the County's discretion, the DEVELOPER shall acknowledge the use of NSP funds for the Project by installation of a permanent plaque at the Project site. The County in collaboration with the DEVELOPER shall determine design and copy for the plaque.

ARTICLE 30. COVENANT AGAINST CONTINGENT FEES

DEVELOPER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by DEVELOPER for the purpose of securing business and that DEVELOPER has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 31. INSURANCE

31.1. The DEVELOPER shall (at its sole cost and expense) maintain insurance at minimums as shall be reasonably required by the County and including the following:

(A) The DEVELOPER agrees that, prior to commencing work under this Agreement, it (the DEVELOPER) will furnish both of the following to the County for itself and for any Sub-Partner:

1. Certificates from an insurance company licensed by the State of Georgia showing issuance of workers' compensation coverage for the State of Georgia or a certificate from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly; and
2. A letter from the Secretary of Georgia Workers' Compensation Board stating the insured employer (DEVELOPER) has complied with the workers' compensation statute.

(B) The DEVELOPER further shall maintain such other insurance (with limits as shown below), that shall protect the DEVELOPER and the County from claims for property damage or personal injury, including death, which may arise out of operations under this Agreement, and the DEVELOPER shall furnish the County certificates and policies of such insurance. The DEVELOPER agrees to follow instructions indicated in each case.

1. General Liability Insurance: Taken out in the name of the DEVELOPER and naming the County as an additional insured. Personal injury, including death limits, of \$100,000 for each person and \$250,000 for each accident.

- Dispositions: Certificate(s) of insurance must be sent to the County prior to commencement of work, sent to the attention of the Community Development Specialist or Manager assigned to the Project at: The Fulton County Department of Housing and Community Development, Division of Community Development, 137 Peachtree Street SW, 3rd Floor, S.W., Atlanta, GA 30303, (404) 612-8080; Fax (404) 730-8112.

2. Property Damage: Limits of \$50,000 for each accident and \$100,000 for the aggregate of operations.

- Dispositions: Certificate(s) of insurance must be sent to the County prior to commencement of work, sent to the attention of the Community Development Specialist or Manager assigned to the

Project at: The Fulton County Department of Housing and Community Development, Division of Community Development, 137 Peachtree Street SW, 3rd Floor, S.W., Atlanta, GA 30303, (404) 612-8080; Fax (404) 730-8112.

3. Automobile Liability Insurance: Taken out in the name of the DEVELOPER and naming the County as an additional insured. Bodily injury, including limits of \$500,000 for each occurrence, and property and damage limits of \$100,000 for each occurrence.

- Dispositions: Certificate of insurance must be sent to the County prior to commencement of work, sent to the attention of the Community Development Specialist or Manager assigned to the Project at: The Fulton County Department of Housing and Community Development, Division of Community Development, 137 Peachtree Street SW, 3rd Floor, S.W., Atlanta, GA 30303, (404) 612-8080; Fax (404) 730-8112.

4. Professional Liability Insurance: Taken out in the name of the DEVELOPER and naming the County as an additional insured. Limits of \$500,000 per claim in annual aggregate.

- Dispositions: Certificate of insurance must be sent to the attention of the Community Development Specialist or Manager assigned to the Project at: The Fulton County Department of Housing and Community Development, Division of Community Development, 137 Peachtree Street SW, 3rd Floor, S.W., Atlanta, GA 30303, (404) 612-8080; Fax (404) 730-8112.

- (C) Each policy and/or certificate certifying policies shall contain an Agreement that the policies will not be changed or canceled without ten (10) days prior notice to the County, as evidenced by return receipts of registered or certified letters. Such notice shall be sent to the attention of the Community Development Specialist or Manager assigned to the Project at: The Fulton County Department of Housing and Community Development, Division of Community Development, 137 Peachtree Street SW, 3rd Floor, S.W., Atlanta, GA 30303, (404) 612-8080; Fax (404) 730-8112.

- (D) Each policy must be written by a licensed Georgia agent in a company licensed to write insurance in the State of Georgia and acceptable to the County.

The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 32. PAYMENT AND PERFORMANCE BONDS FOR MULTI-FAMILY DEVELOPMENTS

32.1. DEVELOPER shall submit to County a Payment Bond and Performance Bond for 100% of the full value of the construction or rehabilitation of multi-family developments which equals or exceeds \$100,000.00.

A) Payment Bond:

No Contract with Fulton County for work to be done shall be valid for any purpose unless the DEVELOPER provides a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all Contractors or Sub-Contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Agreement. The form of the Payment Bond shall be approved by the County.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

B) Performance Bond:

No Contract with Fulton County for work to be done shall be valid for any purpose unless the DEVELOPER provides a PERFORMANCE BOND with good and sufficient surety payable to Fulton County. The bonding requirements set forth in this Agreement apply to all services performed under the contract. Compliance is required by the DEVELOPER and all other PARTNERS and Sub-Partner's at any tier. The Performance Bond shall be in the amount of 100% of cost of the construction activity including CPI Adjustments, payable by the terms of the Agreement. The form of the Performance Bond shall be approved by the County and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

ARTICLE 33. LIQUIDATED DAMAGES

This Agreement provides for the payment of liquidated damages in certain circumstances of nonperformance, breach and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain (particularly with respect to the public harm that would occur as a result of such nonperformance, breach or default of the DEVELOPER) and that the liquidated damages reductions provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. In those cases where additional remedies are provided for, the parties acknowledge and agree that such remedies are intended to address harms and damages which are separate and distinct from those which the liquidated damages are meant to remedy. The amounts of the liquidated damages have been determined, taking into account, among other things, cost savings which a party might realize as a result of the circumstance resulting in the requirement to pay liquidated damages, and any such savings shall not mitigate or offset the requirement the DEVELOPER to pay the full amount of such liquidated damage.

For the DEVELOPER's failure to complete the Project pursuant to the scheduled benchmarks, the County has the right to retain as liquidated damages \$150.00 for single family project and \$300.00 for multi-family project for each day that the Project remains unfinished.

ARTICLE 34. RETAINAGE

Each milestone payment will be subject to a 10% retainage holdback until 50% of the value of the Project work is due and the performance is satisfactory to the County, at which time further payments will not be subject to retainage holdbacks, unless the County determines that the work is unsatisfactory or has fallen behind schedule. Upon final Acceptance, the amounts retained minus 200% of the estimated value of the outstanding work will be released to the Company.

ARTICLE 35. PROHIBITED INTEREST

Section 35.01 Conflict of interest:

DEVELOPER agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. DEVELOPER further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 35.02 Interest of Public Officials:

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the NSP-assigned activities or who is in a position to participate in a decision making process or gain

inside information with regard to such activities, may obtain a personal or financial interest or benefit in any contract, subcontract or Agreement with respect thereto, or the proceeds there under, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter, unless an exemption in writing from this provision is specifically granted by the U. S. Department of Housing and Urban Development..

ARTICLE 36. SUBCONTRACTING

DEVELOPER shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 37. ASSIGNABILITY

DEVELOPER shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by DEVELOPER without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to DEVELOPER of such termination. DEVELOPER binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, Agreements and obligations contained herein.

ARTICLE 38. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. DEVELOPER hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 39. AUDITS AND INSPECTORS

39.1. The DEVELOPER shall maintain accounts and records, (including an annual Audit) personal property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be requested by the Grantor including financial data pertaining to the preparation of the U.S. Department of Housing and Urban Development (HUD) Consolidated Annual Performance and Evaluation Report (CAPER) to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the Grantor, HUD, or any authorized representative thereof, upon reasonable request and within three (3) days of said request, and retention period referenced in 84.35 (b) pertaining to individual NSP activities shall be four (4) years; and the retention period shall start from the date

of submission of the CAPER, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award. The DEVELOPER's records and accounts shall at all times meet or exceed the applicable requirements of federal, state, and Grantor laws, rules, and regulations. The DEVELOPER's duty to retain records and permit inspections and copying shall remain in force and effect even after the expiration or termination of this Agreement. The DEVELOPER must also provide a written plan that outlines the activities and processes of the program that will be funded by NSP.

- 39.2. Further, the DEVELOPER shall submit detailed reports on the progress made and services of their programs based on the objectives they establish in response to local needs and goals. Objectives reflect the common ways that DEVELOPERs work to achieve their goals. The Objectives incorporated into the proposed Outcome Measurement System are: Suitable Living Environment, Decent Housing, and Economic Opportunity. Outcome measurements will be based on (a) Availability/Accessibility (b) Affordability (c) Sustainability. Outcomes show how programs benefit a community or people served. Indicators tell whether an outcome is occurring. At a minimum, these reports shall be submitted on a monthly basis, and shall include the same information indicated in the "Monthly Progress Report" and "Quarterly Performance Report" attached hereto and made a part hereof as Exhibit D and D1.
- 39.3 Said reports shall be submitted to the County, to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street SW, 3rd Floor, S.W., Atlanta, GA., 30303. Two copies of the report shall be included in each submission.
- 39.4 The County shall at all reasonable times have access to the pertinent offices and books and records (including an annual Balance Sheet or Independent Audit) of the DEVELOPER for inspection of the activities performed and expenses incurred under this Agreement. The DEVELOPER shall be prepared to meet the requirements of one (1) audit conducted during the term of this Agreement.
- 39.5 DEVELOPER agrees to allow access to its records by the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. DEVELOPER agrees that the provisions of this Article shall be included in any Agreements it may make with any Sub-DEVELOPER, assignee or transferee.
- 39.6 DEVELOPER shall also retain all required records for three years after the County makes final payments and all other pending matters are closed.

ARTICLE 40. ACCOUNTING SYSTEM

DEVELOPER shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. DEVELOPER must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 41. VERBAL AGREEMENT

No verbal Agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal Agreement or conversation entitle DEVELOPER to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental Agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 42. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for Project]
[Insert User Department Address
Atlanta, Georgia 30303
Telephone:
Facsimile:
Attention: [Insert User Department Representative for Project]

With a copy to:
Fulton County Department of Housing and Community Development
Neighborhood Stabilization Program
137 Peachtree Street SW, 3rd Floor, S.W
Atlanta, Georgia 30303
Telephone: (404) 612-****
Facsimile: (404) *****
Attention: NSP Manager

Notices to DEVELOPER shall be addressed as follows:

[Insert DEVELOPER Representative for Project]
[Insert DEVELOPER Address]
Telephone:
Facsimile:

Attention: [Insert DEVELOPER Representative for Project]

ARTICLE 43. EQUAL EMPLOYMENT OPPORTUNITY

43.1. Civil Rights Act of 1964 (As amended).

The DEVELOPER shall comply with all Federal requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Acts, as Amended; Age Discrimination In Employment Act; Rehabilitation Act of 1973, as Amended, Section 504; Equal Pay Act; The American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and other applicable Acts which prohibits discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Agreement.

43.2. Section 109 of the Housing and Community Development Act of 1974 (As amended).

The DEVELOPER shall also comply with Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the ground of race, color, national origin, sex, age, disability, or familial status, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to said Act.

43.3. Further, during the performance of this Agreement, the DEVELOPER agrees as follows:

(A) The DEVELOPER shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, national origin, age, disability, or familial status. As used herein, the word "employment" means and includes without limitation the following:

- Recruiting, whether by advertising or other means; compensation or wages, whether in the form of rates of pay, or other forms of compensation; selection for training including apprenticeship; promotions; upgrades; demotions; downgrades; transfers; lay offs; and terminations.
- The DEVELOPER shall post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.

- (B) The DEVELOPER shall in all solicitations or advertisements for employees, placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, disability or familial status.
- (C) The DEVELOPER shall, when applicable, send to each labor union or representative of workers with which the DEVELOPER has a collective bargaining Agreement or other contract or understanding, a notice representative of the DEVELOPER's commitment under the Equal Opportunity Program of Fulton County and under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) The DEVELOPER shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by Fulton County. Compliance reports filed when directed shall contain information as to the employment practices, policies, programs, and statistics of the Contractors or Sub-Contractors.
- (E) The DEVELOPER shall include the provisions of paragraph (A) through (F) of this Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each Sub-DEVELOPER or vendor.
- (F) The DEVELOPER shall comply with the provisions of Section 109 of the Act which provides, in part, that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act and provided hereunder. These provisions shall also be binding upon each Sub-DEVELOPER or vendor.

ARTICLE 44. MINORITY BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION

Federal MBE/WBE Policy. As required by Office of Management and Budget (OMB) Circular A-102, it is national policy to award a fair share of contracts to small and minority business firms. All HUD grantees must take appropriate affirmative action to support minority and women's enterprises, and are encouraged to procure goods and services from labor surplus areas. Therefore, the DEVELOPER shall take affirmative steps to ensure that minority (MBE) and women (WBE) business enterprises are utilized during the course of this Agreement, and that a fair share of any contracts generated during such course are awarded to such firms. {Executive Orders 11625, 12432, and 12138}

ARTICLE 45. LABOR STANDARDS

The DEVELOPER shall comply with all Federal Labor Standards Requirements imposed by the Davis-Bacon Act; the Contract Work Hours and Safety Standards Act; the Copeland Act; and the Fair Labor Standards Act. As a requirement of the Fair Labor Standards Act, the DEVELOPER must ensure that a copy of the applicable wage rate decision is included in each contract and subcontract and the Notice to Employees poster that pertains to all Federally-funded Projects is to be posted, along with a copy of the wage decision, on all construction sites. This information must be posted in a conspicuous location accessible to those employed under any contract funded with CDBG funds. The Federal Labor Standards Provisions are attached hereto and made a part hereof as Attachment.

ARTICLE 46. FORCE MAJEURE

Neither County nor DEVELOPER shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve DEVELOPER from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 47. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The DEVELOPER acknowledges that any documents or computerized data provided to the County by the DEVELOPER may be subject to release to the public. The DEVELOPER also acknowledges that documents and computerized data created or held by the DEVELOPER in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The DEVELOPER shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The DEVELOPER shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the DEVELOPER. The DEVELOPER shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 48. DEVELOPER'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any DEVELOPER submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any

other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Agreement Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the DEVELOPER and the County, such that the DEVELOPER's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 16 of the Agreement.

ARTICLE 49. INVOICING AND PAYMENT

DEVELOPER shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to DEVELOPER by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above Agreement term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: DEVELOPER shall submit all invoices in original and one (1) copy to:

[Insert User Department Representative Position for Project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: [Insert User Department Representative for Project]

DEVELOPER's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the DEVELOPER when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Contractors or Sub- Contractors /Suppliers: The DEVELOPER must certify in writing that all Contractors or Sub- Contractors of the DEVELOPER and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime DEVELOPER is unable to pay Contractors or Sub- Contractors or suppliers until it has received a progress payment from Fulton County, the prime DEVELOPER shall pay all Contractors or Sub- Contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County an in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by DEVELOPER; Release. The acceptance by the DEVELOPER of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the DEVELOPER for work performed or furnished for or relating to the service for which payment was accepted, unless the DEVELOPER within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 50. NON-APPROPRIATION

This Agreement states the total obligation of the County to the DEVELOPER for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the DEVELOPER in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 51. WAGE CLAUSE

DEVELOPER shall agree that in the performance of this Agreement the DEVELOPER will comply with all lawful Agreements, if any, which the DEVELOPER had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 52. COMPLIANCE WITH FEDERAL REGULATIONS

DEVELOPER agrees to comply with the following Federal regulations or requirements, the failure of which is grounds for the County to terminate the Agreement under Article 14:

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their DEVELOPERS or subgrantees).

Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair).

Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

Compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) as required by 49 CFR Part 24. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects.

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

ARTICLE 53. LEAD BASED PAINT

On September 15, 2000, HUD published the final rule concerning the control of lead-based paint hazards in housing receiving federal assistance and federally owned housing being sold. These regulations published at 24 CFR Part 35 specify the requirements for treating lead hazards to protect those who occupy housing constructed before 1978. This regulation also implements the new requirements, concepts, and terminology established by the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992. Should the DEVELOPER propose to use CDBG funds for the rehabilitation or conversion of residential units, the DEVELOPER must meet the requirements of 24 CFR Part 35. The County shall provide ongoing technical assistance to the DEVELOPER to assist in meeting these requirements.

ARTICLE 54. ENVIRONMENTAL REQUIREMENTS

The County, Sub-Recipients, DEVELOPERS, Owners, and Developers shall not undertake any activities that would adversely impact or limit the choice of reasonable alternatives for a Project until an Environmental Review has been completed and approved by the County. To this end, the County, Sub-Recipients, DEVELOPERS, Owners, and Developers must not expend public or private funds (HUD, other Federal, or non-Federal funds) or execute a legally binding Agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site until environmental clearance has been achieved. Using any portion of Federal funds for acquisition, rehabilitation, conversion, leasing, repair or construction before, completing the Environmental Review process requires the denial of any Federal funds for that Project. The Environmental Review Assurances are attached hereto and made a part hereof as Attachment.

Conditional Commitment of Funds

1. Further, Notwithstanding, any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development (HUD), under 24 CFR Part §58. Additionally, the Sub-Recipient or DEVELOPER are prohibited from undertaking or committing any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may

result in the denial of any funds under the Agreement. The parties further agree that the provision of any funds to the Project is conditioned on the County's determination to proceed with, modify or cancel the Project based on the results of a subsequent Environmental Review.

2. Environmental Conditional Clause:

Responsible entities may enter into an Agreement for the conditional commitment of CDBG funds for a specific Project prior to the completion of the Environmental Review process. The responsible entity must ensure that any such Agreement does not provide the County Recipient, Sub-Recipient, or DEVELOPER any legal claim to any amount of CDBG fund to be used for the specific Project or site unless and until the site has received environmental clearance.

ARTICLE 55. LAND USE RESTRICTIVE COVENANT/ SECURITY DEED/FUNDING AGREEMENT

The provisions of this Agreement and all property acquired, constructed or rehabilitated pursuant to this Agreement are subject to the Land Use Restrictive Covenant Agreement, Security Deed and the Funding Agreement attached as **Exhibits upon selection of housing partners.**

ARTICLE 56. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The DEVELOPER agrees to send to each labor organization or

representative or workers with which the DEVELOPER has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the DEVELOPER's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The DEVELOPER agrees to include this Section 3 clause in every Contractors or Sub- Contractors subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the Contractors or Sub- Contractors or in this Section 3 clause, upon a finding that the Contractors or Sub- Contractors is in violation of the regulations in 24 CFR part 135. The DEVELOPER will not subcontract with any Contractors or Sub- Contractors where the DEVELOPER has notice or knowledge that the Contractors or Sub- Contractors has been found in violation of the regulations in 24 CFR part 135.

E. The DEVELOPER will certify that any vacant employment positions, including training positions, that are filled (1) after the DEVELOPER is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the DEVELOPER's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that is subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ARTICLE 57. SURVIVABILITY/SEVERABILITY

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

In the event any section, sentence, clause or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE 58. AUTHORIZATION

Each party represents to the other that such party has authority under all applicable laws to enter into an agreement containing such covenants and provisions, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed this Agreement are duly authorized and empowered to do so.

ARTICLE 59. MERGER AND MODIFICATIONS

This Agreement together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the County and the DEVELOPER expressly for that purpose.

ARTICLE 60. GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

A waiver by either party of any breach or any provision, term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant or condition.

The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other remaining provisions of this Agreement, and that the invalidity of any Agreement provision shall not affect the validity of any other provision of this Agreement.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

The parties agree that the terms of this Agreement include the entire Agreement between the parties and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Agreement.

Any notices or communications required or permitted herein shall be sufficiently given if sent by Registered or certified mail, return receipt request, postage prepaid, addressed as follows:

As to the County:

Fulton County
Housing and Community Development Department
137 Peachtree Street SW, 3rd Floor,
Atlanta, GA 30303

As to the DEVELOPER:

Alternatively, such other address as shall be furnished by such notice of the other party.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DEVELOPER:

[Insert DEVELOPER COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

[Insert Name & Title of person authorized to sign Agreement]

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Troy D. White , Director
Housing and Human Services
Department

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

EXHIBIT C 1

DESCRIPTION OF WORK

EXHIBIT D

PROJECT DELIVERABLES

EXHIBIT E

COMPENSATION

EXHIBIT F

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

**SECTION 9
EXHIBITS**

EXHIBIT 1-REQUIRED SUBMITTAL CHECKLIST

The following submittals shall be completed and submitted with each proposal (see table below “Required Bid Submittal Check List”). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and five (5) **complete** copies of the Original Proposal including all required documents.

Item #	Required Bid Submittal Check List	Check (√)
1	One (1) Proposal marked “ Original ”, five (5) copies	
2	Technical Proposal	
3	Cost Proposal (submitted in a separate sealed envelope)	
4	Acknowledgement of each Addendum	
5	Technical Evaluation Factors: <ul style="list-style-type: none"> ▪ Executive Summary ▪ Qualifications of Key Personnel ▪ Relevant Project Experience ▪ Financial Information <ol style="list-style-type: none"> (1) Provide annual reports and financial statement for the last 24 months including income statements, balance sheets, and any changes in financial position. (2) The latest quarterly financial report and a description of any material, changes in financial position since last the last annual report. (3) Proposer’s most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report. (4) Lastest 990 and Board roster and 501(c) letter from IRS if a nonprofit ▪ Availability of Key Personnel ▪ Location of Firm 	

	<ul style="list-style-type: none"> ▪ Operational Procured 	
6	<p>Purchasing Forms</p> <p>Form A - Certificate Regarding Debarment</p> <p>Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements</p> <p>Form C - Non-Collusion Affidavit of Prime Bidder/Offeror</p> <p>Form D - Disclosure Form & Questionnaire</p> <p>Form E - Declaration of Employee-Number Categories</p> <p>Form F - Georgia Security and Immigration Contractor Affidavit and Agreement</p> <p>Form G - Georgia Security and Immigration Subcontractor Affidavit</p>	
7	<p>Office of Contract Compliance Requirements</p> <p>Exhibit A - Promise of Non-Discrimination</p> <p>Exhibit B - Employment Record</p> <p>Exhibit C - Schedule of Intended Subcontractor Utilization</p> <p>Exhibit D - Letter of Intent to Perform as Subcontractor</p> <p>Exhibit E - Declaration Regarding Subcontractor Practices</p> <p>Exhibit F - Joint Venture Disclosure Affidavit</p> <p>Exhibit G - Prime Contractor/Subcontractor Utilization Report</p> <p>Equal Business Opportunity Plan (EBO Plan)</p>	
8	Risk Management Insurance Provisions Form	
9	Evidence of 3 years of single-family property development experience including information on completed projects	
10	A comprehensive project budget including assumptions	
11	Documentation for Fulton-based business, if applicable	
12	Documentation of current corporate registration with the Secretary of State and any business licenses of the organization	

EXHIBIT 2

**FULTON COUNTY NEIGHBORHOOD STABILIZATION PROGRAM
SINGLE-FAMILY COST PROPOSAL FORM**

It is understood that the sales price of the single-family homes acquired and sold with NSP 3 funds provided my organization by Fulton County is limited to the total of the cost of acquisition, rehabilitation, any holding costs associated with the property prior to sale, and any costs related to the sale. Profits to the developer or the County are not allowed although a developer's fee may be included in the sales price. Fulton County has determined that a developer's fee of 10% of the cost of acquisition, rehabilitation, documented and approved holding costs, and sales costs will be considered reasonable. I also understand that my application must meet the minimum threshold requirements outlined in Exhibit D in order to be considered for approval to participate.

Based upon these facts, the requested developer's fee for projects undertaken through this proposal will be _____%.

Signature

Printed Name

Title

Date

**SECTION 10
APPENDICES**

Appendix A- NSP Regulations - These can be found at the following link:

NSP 1

<http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/nspnotice.pdf>

NSP 3

Federal Register: <http://www.gpoaccess.gov/fr/>

or

Neighborhood Stabilization Program. Resource Exchange:
<http://hudnsphelp.info/index.cfm?do=viewResource&ResourceID=790>

Appendix B – HUD Annual Action Plan/Substantial Amendment

These can both be found at the following link:

http://www.fultoncountyga.gov/images/stories/NSP_3_Annual_Action_Plan_Substantial_Amendment.pdf

- Appendix C – Minimum Threshold Requirements
- Appendix D – Fulton County NSP Applicant Summary Form
- Appendix E – Fulton County Multi-family Application

APPENDIX C MINIMUM THRESHOLD REQUIREMENTS

In order for a Proposal to be considered, the Proposer must present documentation that it meets certain organizational Minimum Threshold Requirements. These Requirements are listed below.

1. Sufficient financing/leveraged funds with a minimum of a 25% match identified and/or secured to complete project(s), providing letters of commitment or of interest from recognized community development lenders.
2. Demonstrate capacity to administer HUD funds specifically NSP, CDBG and /or HOME, and describe how this project will become self-sustaining and leverage private investment. The proposer should submit a briefing indicating the experience working with HUD funds.
3. The organization must demonstrate a minimum of at least a minimum of five (5) years experience providing property acquisition, rehabilitation management, real estate marketing, and sale of low moderate ownership housing; management of affordable rental housing, rental regulation agreements and tenant certifications for single family and multifamily units. Please submit a complete list of single-family real estate projects undertaken and completed over the last 36 months including information as to the type of project, the total cost, sources of funds, and final disposition. If submitting a project-specific multi-family application for funding, the organization must have completed a minimum of 3 projects. Rental units must be occupied only by households whose incomes are less than or equal to 120% of area median income, adjusted for family size. The proposer should submit a list of executed contracts/agreements.
4. Applicant must demonstrate capacity to complete proposed project within the required timeframe. (Readiness to Proceed within 30- 45 days of the notice to proceed). The proposer should submit a proforma and/or timeline of the design plan.

**Applicants that do not meet the threshold requirements may be deemed ineligible for further consideration.*

**APPENDIX D
FULTON COUNTY NSP 3
APPLICANT SUMMARY FORM**

Organization Name: _____

Address: _____

Contact Person: _____

Phone: _____

Fax: _____

E-mail: _____

Non-profit _____ For-profit _____ Joint venture _____

Number of years in operation: _____

Funds Requested: _____

Total Number of Units Proposed: _____

Please check all activities that apply to your request for funding:

_____ Acquisition and Resale of Single-family Properties

_____ Acquisition and Long-term Rental of Single-family Properties

_____ Acquisition and Lease-purchase of Single-family Properties

_____ Acquisition and Long-term Leasing of Multi-family Units

APPENDIX F

**FULTON COUNTY MULTI-FAMILY APPLICATION
HOME INVESTMENT PARTNERSHIPS ACT PROGRAM
(HOME)
AND
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)**

**FULTON COUNTY MULTI-FAMILY RENTAL HOUSING NOTICE OF FUNDS
AVAILABILITY**

APPLICATION PACKAGE

Contact Persons: Iris Johnson (Iris.Johnson@fultoncountyga.gov)

Jenise Jefferson (Jenise.Jefferson@fultoncountyga.gov)

**HOME INVESTMENT PARTNERSHIPS ACT PROGRAM (HOME)
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
MULTI-FAMILY RENTAL HOUSING NOTICE OF FUNDS AVAILABILITY
APPLICATION PACKAGE
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Requirements.....4

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Attachment A

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Appendices

**HOME INVESTMENT PARTNERSHIPS ACT PROGRAM (HOME)
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
AFFORDABLE MULTI-FAMILY RENTAL HOUSING
APPLICATION PACKAGE**

INTRODUCTION:

The primary goal for the use of HOME funds in Fulton County is to preserve the existing affordable housing stock and increase the supply of affordable housing by taking a holistic approach to housing and related resident services. This approach encourages proactive approaches to housing problems, comprehensive services, the establishment of linkages between the providers of services and the families in need in order to enhance the quality of life, promote upward mobility, and the economic self-sufficiency of the families who reside in the housing developments.

Fulton County has identified low-income households, overcrowded households, residents of substandard housing, low-income senior citizens, and families paying a disproportionate percentage of their income towards rent and utilities as the County's populations in most need of this assistance. The County has identified the HOME Program as a primary source of funding to be utilized to the greatest extent possible for expanding affordable rental housing opportunities.

Neighborhood Stabilization Program (NSP 3) funds have also been identified as a potential source of funding for the acquisition and redevelopment of eligible multi-family properties. Fulton County has adopted the HOME Program as its model for the evaluation and implementation of long-term multi-family rental projects funded with NSP and the same application package and policies and procedures outlined here will be used to assess these requests.

PROGRAM DESCRIPTION:

The Fulton County Home Partnerships Program (HOME) is in compliance with HOME Investment Partnerships Act regulations at 24 CFR 92 (see attached Appendix F) is directed toward expanding the availability of affordable rental stock to low and very low-income persons, as defined by the U.S. Department of Housing and Urban Development. HOME funds are generally offered by Fulton County as deferred payment or low-interest loans to property owners for the rehabilitation of substandard rental properties to provide housing that will be affordable to low and moderate-income households of Fulton County. Funds may also be made available under limited circumstances for new construction or acquisition.

HOME LOAN CONDITIONS:

HOME funds are available as a conditional loan with an interest rate and term to be determined based on the overall financing of the project and the fulfillment of the

County's underwriting criteria (Policies P-17 and F-15). The terms of these loans shall be for a period based upon the HOME mandated minimum affordability period (5-20 years) (Policy R-5) or the term of the HOME loan, whichever is longer. All loans will be evidenced by a Promissory Note and secured by a Deed to Secure Debt and other instruments as needed (Policy P-13-A).

All HOME approved projects proposed by nonprofit or public applicants are limited to receiving Fulton HOME funds in an amount not to exceed 50% of the total eligible acquisition and rehabilitation construction cost of the project unless the County determines that special conditions exist to support a higher subsidy. In most instances, for-profit developers will be limited to 15% of the total project cost (Policy P-18).

**APPLICATION PROCESSING AND PROJECT IMPLEMENTATION PROCEDURES
AND REQUIREMENTS:**

The Process: An Overview

All applications must be received on or before the published submission date (Policy P-5). The processing of applications is done in three phases. Phase one involves a 30-day review of the application for completeness and adequacy of documentation. Phase two involves a 60-day assessment of the application and all supporting documentation to determine compliance with County policies (see Attachment A). At the end of phase two, a conditional commitment of funding letter may be issued based on: a) availability of HOME funds; b) compliance with County policies and related issues; and c) the applicant's proposal to address the County's preference issues. Phase three includes loan underwriting (after which a firm commitment letter would be issued), preparation of construction contact documents; contract bidding and award, and loan closing. The timing of this phase is dependent upon a number of factors that vary from project to project. The following is a more detailed discussion of the application process. The application could be denied at any point in the process.

Phase One: Initial Application Review

Housing and Community Development staff will conduct an initial review to determine if an application warrants further consideration. Applications, which are late, incomplete, or fail to meet minimum requirements (see Procedural Requirements and Policies in Attachment A), will be rejected. Owners will be notified within 30 days of submission if their application is to be given further consideration or rejected. Applications may be given provisional status pending submission of additional information or clarification identified in the notification.

The Office of Housing and Community Development will accept and process only those applications that are complete and contain the following Initial Application Review Supporting Documentation (as applicable) at a minimum. Four copies of these documents should be submitted in a loose-leaf notebook with tabs numbered to correspond with the document as indicated. A brief discussion of these documents can be found in Attachment B.

<u>Document and Policy Number</u>	<u>Form No.</u>	<u>Tab No.</u>
Application	Form 100	1
Resumes of all development team principals (O/D-1)		2
Experience Summaries for Owner & Developer (O/D-1)	Form 105	3

Experience Summary for Property Manager (O/D-2)	Form 106	4
Ownership Entity Organizational Documents (O/D-1)		5
Financial Statements and Tax Returns (O/D-1)		6
Annual Operating Expense Budget (P-19)	Form 125	7
Sources of Funds (F-4)	Form 130	8
Sources and Uses of Funds (F-4)	Form 135	9
15-Year After-Tax Income Projections (F-5)	Form 140	10
Market Study (F-1)		11
Evidence of Site Control/Proof of Ownership (O/D-4)		12
Zoning Confirmation Letter		13
Neighborhood and Community Maps		14
Management Agent Questionnaire (O/D-2)	Form 120	15
Project Management Information Summary (O/D-2)	Form 121	16
Management Plan and Proposed lease Form (O/D-2, R-7)		17
Interior, Exterior and Aerial Photographs		18
Affirmative Marketing Plan (R-4)		19
MBE/WBE Outreach-Section 3 Plans (P-20, P-22)		20
Financing Letters of Intent & Section 3 Plans		21
Equity Investment Letter (F-11)		22
Other Lender Packages (P-3)		23
Actual Operating Statements for Last Two Years (P-19)		24
Nonprofit Eligibility Questionnaire (O/D-1)	Form 110	25
Rent Register Form (R-6)	Form 115	26
Building/Unit profiles (R-12)	Form 116	27
Owner/Developer Agreement		28
Utility Allowance Documentation (R-8)		29
Rehabilitation Assessment/Scope of Work (O/D-5)		30
Design Specifications (O/D-5)		31
Evidence of Project Subsidies		32
Certificate of Handicapped-Accessible and Equipped Units (R-2)		33
Special Needs Services/Self-Sufficiency Plans		34
Supportive Services/Self-Sufficiency Plans (P-11)		35
Owner/Housing Authority Tenant Priority Agreement		36
Energy Standard Certificate (R-11)		37
Application Preference Documentation		38

Those who submit applications that are to be given further consideration will be notified at the end of the initial review period. The notification will alert the applicant that their application will be given further consideration, and that requests for further information will be forthcoming from Housing and Community Development.

Phase Two: Project Assessment-County Policies and Preferences

Following the notification of further consideration to the owner, Housing and Community Development staff will continue its assessment of the project application materials and

required supporting documentation. During this phase, County staff will perform a limited physical assessment of the property, the construction proposals, and the proposed financing.

The County's assessment during this phase will concentrate on the adequacy of the information contained in the preceding documents to meet the requirements of the applicable County policies in Attachment B of the HUD regulations, and other relevant requirements in the referenced Appendices. In order to be considered for a conditional funding commitment, applicants must demonstrate compliance with all procedural requirements and funding policies.

Preference will be given to applicants who:

- 1) Propose significant and comprehensive community/human service activities to promote positive community and individual growth, stability and self-sufficiency (Policy P-11). Although projects will be required to provide supportive services, additional preference will be given to applicants who have the most comprehensive, well-defined plans.
- 2) Proposed rehabilitation of severely distressed properties as identified by the County or through other acceptable documentation by the owner including photos. Distressed properties would include those that are unoccupied, have high vacancy rates, and significant outstanding citations for code violations.
- 3) Propose rental rates for the total development that are affordable for households of lower incomes as well as moderate and market rate incomes in order to promote a mixed income development. Projects proposing lower rents for HOME-assisted units will be given priority.
- 4) Propose rental housing for senior citizens that is consistent with the County's goals, objectives, and strategies as outlined in the County's Five-Year Plan for HUD Programs.

Detailed information must be provided to support consideration of these preference issues.

Following this assessment, a conditional funding commitment letter will be issued to the applicants, who in the judgment of the Fulton County Housing and Community Development Department have the highest level of compliance with the County's policies, HUD regulations, and other relevant requirements; and proposed the most significant response to the preference issues. The commitment of funding will be conditioned upon successful loan underwriting, contract bidding, and loan closing as will be discussed in the next section.

Phase Three: Project Underwriting Contract Bidding, and Loan Closing

Phase three includes: loan underwriting (after which a firm commitment letter would be issued), preparation of construction contract documents, contract bidding and award, and loan closing:

Following the conditional commitment notice, the Housing and Community Development Department will continue the application assessment which will include financial underwriting involving the application of the County's underwriting criteria (see Policy F-15) using the information provided in Form 130-Sources of Funds, Form 135-Sources Uses of Funds, Form 140-Fifteen Year After Tax Income Projections, Form 125 – Proposed Annual Operating Budget, Form 100-Rent Schedules, and other applicable information. The County's Underwriting Criteria is as follows:

Debt Coverage ratio (for senior debt):	1.25 – 1.30
Debt Coverage ratio (for all debt):	1.05 – 1.15
Annual Revenue Increase:	2%
Annual Operating Expenses Increase	3%
Annual Minimum Operating Expense	\$3,600 per unit/annual
Minimum Operating Deficit Reserves Required:	4 months total debt service plus 4 months of projected operating expenses
Minimum Replacement Reserves Required for Rehabilitation:	\$25.00 per unit per month (\$300 per unit per year)
Minimum Replacement Reserves Required for New Construction:	\$20.00 per unit per month (\$240 per unit per year)
Maximum Loan to Cost Ratio:	92%
Maximum Annual Cash-On-Cash Rate of Return:	12%
Total Developers' Fees:	Limited to 10% of Total Project Cost, minus the budgeted developer fee and the cost of the land
Minimum Equity Investment:	At least 8% of project costs if a for-profit Developer

Loan Underwriting Information: If not included in the initial application submittal, the Applicant will be required to provide the following items within 10 working days after the conditional funding commitment. Four copies of these documents should be submitted in a loose-leaf notebook with tabs numbered to correspond with the document as indicated. A brief description of these documents can be found in Attachment B.

<u>Document and Policy Number</u>	<u>Form No.</u>	<u>Tab</u>
Firm Financing Commitments (F-2)	39	
Proposed Management Agreement (O/D-2)	40	
Appraisal (O/D-3)	41	
Environmental Reports (R-10)	42	
Temporary Relocation Plan (P-9)	43	
Contractor's Qualification Statement (P-14) AIA Form A305	44	
Soils Report	45	
Schedule of Values (O/D-5)	46	
Construction Work Schedule (O/D-5)	47	
Proposed Owner/Architect Agreement AIA Form	48	
Proposed Owner/Contractor Agreement (P-14, P-21) AIA Form		49

If the Applicant's proposed financial structuring meets all Fulton County Underwriting Criteria and related policies, a firm funding commitment letter will be sent to the Applicant. This letter will outline the proposed loan amount, terms, the number of HOME-assisted units to be created, applicable labor standards, and any contingency issues including the finalization of the work scopes. Upon issuance of this letter, County staff will conduct a property inspection for the purpose of determining the adequacy of the proposed scope of rehabilitation and cost estimates if the project is proposing rehabilitation rather than new construction. To accomplish this, a representative of the department will notify the owner and set up an appointment for the inspection of the property. This inspection will be conducted by Housing and Community

Development staff and may include Fulton County or municipal code enforcement officials. A list of code violations and local property standard (See Appendix A) deficiencies will be completed and provided to the property owner. This list is meant to be comprehensive; however, if additional code violations or property standard deficiencies are cited at a later date, the owner will be responsible for making the necessary corrections (Policy R-11).

Using the list of code violations and property standard deficiencies as a reference, the property owner will prepare and submit a revised scope of work and cost estimate of the proposed repairs. This will include the necessary work to correct substandard conditions, make essential improvements, and repair major housing systems in danger of failure so, when the rehabilitation is completed, the property will comply with the applicable local housing codes and property standards.

The owner will then submit a revised/corrected proposed bid package incorporating any required work scope changes. Upon acceptance and approval of the revised information, Housing and Community Development staff will schedule a meeting with the Owner to review the requirements and schedule for bidding and awarding the construction contract and loan closing.

Loan Closing, Construction, and Compliance Monitoring:

Fulton County staff will oversee the process to obtain bids for the construction. Simultaneously, staff will proceed to develop the loan documents and related materials to convey the HOME funding assistance to the owner (Policy P-13).

The prospective contractors will obtain copies of the bid package from the owner’s architect and submit their bids to the Housing and Community Development Department. County staff will open bids and provide them to the owner with an approved low bidder meeting specifications that is not on HUD’s list of debarred vendors.

Pending construction contract award and execution, the County will schedule and proceed with the loan closing (Policy P-13).

Loan Closing Information: The following loan closing supporting documentation must be provided prior to loan closing to the Housing and Community Development Department. Four copies of these documents should be submitted in a loose-leaf notebook with tabs numbered to correspond with the document as indicated. A brief discussion of these documents can be found in Attachment B.

<u>Document and Policy Number</u> <u>No.</u>	<u>Form No.</u>	<u>Tab</u>
Site Survey	50	
Insurance Certificates	51	
Wood Infestation Report	52	
Architect’s Certificate	53	
HOME Income Certifications (R-12)	Form 54	
Final Management Agreement (O/D-2)	55	
Final Owner/Architect Agreement AIA Form	56	
Final Owner/Contractor Agreement (P-14, P-21)	AIA Form	57

In addition to administering and servicing the HOME loan, Housing and Community Development Department staff will inspect the progress of the work, monitor for Davis-Bacon wage rate compliance if applicable, approve and process all draw requests, and conduct the project close-out. Following construction, the County will monitor throughout the loan term to ensure that all compliance requirements are being met.

FULTON COUNTY HOME MULTIFAMILY AFFORDABLE HOUSING ASSISTANCE APPLICATION INSTRUCTIONS

INTRODUCTION

This guide is to be used by all applicants seeking development financing assistance from the Fulton County's HOME Investment Partnerships Act Program. Applicants are expected to be familiar with the contents of this guide, and failure to follow the instructions in this guide may result in rejection of an application package.

The applicant must be the individual or entity that will own the property and be the recipient of the financing or the Borrower on the loan. If the Owner and Developer are not identical, it is expected that the Developer will assist in the completion of the application package, but the Owner must sign the application and is responsible for its content.

This application package will be used to evaluate all requests for Fulton County HOME funding assistance for multifamily affordable housing development. Four copies of the complete application and all documentation must be submitted to the Housing and Community Development Department.

APPLICATION FORM – 100 Tab –1

I. General Information

- **Development Information**
All applicants must complete this section. If the development currently has a name which is different from the name you plan to use, enter the name you plan to use, followed by the existing name in parentheses.

- **Assistance Request Information**
All applicants must complete this section. Enter the amount requested.

- **Developer Information**
All applicants must complete this section. If development is to be done by partners or a joint venture, enter the information for the managing partner. A qualified Minority-owned Business Enterprise (MBE) is one in which more than 50% control of the ownership and operation of the business is held by persons from racial minority groups. A qualified Woman-owned Business Enterprise (WBE) is one in which more than 50% control of the ownership and operation of the business is held by females, regardless of race.

- **Proposed Ownership Entity**
All applicants must complete this section, even if the proposed Owner is the same as the Developer. Enter information concerning the entity that is expected to own the property when the loan is closed. This need not be the entity that currently owns the site, as long as this entity has control of the site through an option or contract.

II. Development Team Information

- **General**
All applicants must complete this section, although certain team members may be omitted if the type of development does not require them. Enter the name and phone number of the development team members that apply to your development.

- **Specific**
As part of the application, the following must be attached:
 1. A detailed organizational chart outlining all relationships affecting the project
 2. Any interlocking relationships,

3. Any legal agreements between the various entities in the development must be attached
4. Resumes for all principals involved in more than 5% of any transaction within the development must be attached
5. By-laws
6. Articles of Incorporation
7. Listing of Board of Directors
8. Partnership Agreements
9. Audited financial statements for all parties involved in this project (Policy O/D-1). Also refer to Form 105-Experience Summaries for Owner & Developer, Form 106- Experience Summary for Manager, Form 120-Management Agent Questionnaire, and Form 121-Project Management Information Summary.

III. Non-Profit Determination

- **General**

Only applicants who are non-profits, or developments with a non-profit acting as developer or property manager, should complete this section.

- **Specific**

Complete Form 110 Non-Profit Eligibility Questionnaire and provide supporting documentation as required (Policy O/D-1).

IV. Development Plan Information

- **General**

All applicants must complete this section. Provide information in this section relating to the project as proposed, which may or may not be similar to the existing situation (Also see Policy O/D-5) for additional construction plans, specifications and cost estimates to be attached).

- **Energy and Equipment Information**

All applicants must complete this section. If systems are to be modified or replaced, or amenity packages are to be modified, provide information on the systems and appliances that are to be in place after rehabilitation (Policy R-12). If systems are not to be replaced, provide specifications of systems currently in place.

V. Site Information

- **General**

All applicants must complete this section and attach proof of ownership documentation (Policy O/D-4).

VI. Development Rent Schedules

- **Income and Affordable Rent Requirements of HOME Assisted Units**

Participating projects shall have at least 20% of its HOME-assisted units occupied by households who have annual income that are 50% or less of median income adjusted for family size as established by HUD at Low HOME Rent minus tenant-paid utilities (See Appendix A for the current approved Fulton County Utility Schedule). As HUD provides updated rents and incomes, and the Housing Authority provides updated utility schedules, they will be automatically incorporated into this program. Current high and low HOME Rents and Income schedule applicable can be found on page 6 of Form 100 (Policy R-8).

- **Ninety Percent Requirement**

HOME funding must be used such that 90% of the HOME assisted units are occupied by families who annual income does not exceed 60% of the median family income for the area. The balance of the units may be occupied by tenants with annual incomes between 60% and 80% of median. These income schedules can be found on page 6 of Form 100 (Policy R-8).

- **Monthly Utility Allowance**

All applicants must complete this section. This table is to be completed for systems to be in place after the completion of construction. Information on allowance amounts can be found in Appendix A.

- **Low-Income Units**

This table is to be completed by all applicants who have one or more units that they have elected to lease at rent levels affordable to households at 80% of AMI. Information should be provided on each unit type. Note that the net rent cannot exceed the maximum gross rent for that unit type as provides on the previous page minus the utility allowance for that unit type (Policy R-8).

- **Very Low-Income Units**

This table is to be completed by all applicants who have one or more units that they have elected to lease at rent levels affordable to households at 50% of AMI. Information should be provided on each unit type. Note that the net rent cannot exceed the maximum gross rent for that unit type as provided on the previous page, minus the utility allowance for that unit type (Policy R-8).

- **Other Units**

This table is to be completed by all applicants who have one or more units that they have elected not to restrict to low or very low-income household rents. Information should be provided on each unit type.

- **Employee and Model Units**

All applicants must complete this section. If the applicant does not intend to provide rent concessions to employees or does not plan to set up any permanent model units, enter zero in the unit count spaces. If units are to be used for these purposes, their rents should be included in income projects, and rent reductions or losses are to be included in operating expenses.

- **Rental Assistance Information**

All applicants must complete this section.

- **Housing Authority Waiting List Information**

Applicants who intend to make formal arrangements with the Housing Authority must complete this section.

VII. Relocation Information

- **General**

All applicants must complete this section. See Policy P-9 regarding temporary and permanent displacement. If you answer yes to either of these questions, you will be expected to include a budget for relocation costs in your Uses of Funds (Form 130).

VIII. Development Subsidy Information

- All applicants must complete this section. Fulton County is required to certify that the level of public support for each development is limited to the amount necessary and appropriate to create affordable housing. Enter in the chart all funds requested under this application, and any other government assistance applied for (Policy F-3).

- **Credit Enhancements**

All applicants must complete this section.

- **Existing Subsidies**

All applicants must complete this section.

IX. Supportive Services Information

- **General**

All applicants are required to provide self-sufficiency supportive services and must complete this section with a specific management and operations plan (Policy P-11).

X. Financing and Development Schedule

- **General**

All applicants must complete this section. Under the financing items, enter information related to Non-Fulton County sources only.

XI. Certification

- **General**

An authorized representative of the proposed owner of the development must sign this application. If the proposed Owner is a partnership, each general partner must sign.

SOURCES AND USES GUIDE

(References Forms 130, 135, and 140)

A Sources of Funds Statement- Form 130, a Sources and Uses Statement – Form 135, and a 15 year After-Tax Income Projection – Form 140, must be submitted for developments proposed for financing. These statements must be prepared in accordance with this guide. Applicants may submit the required information in another format as long as all information is provided as requested. The Housing and Community Development Department will review this information in the manner described in this guide (Policies F-4 & F-5).

1. SOURCES OF FUNDS STATEMENT (Form 130)

The total sources of funds should be itemized according to the following categories:

Construction and Bridge Financing:

Enter the lender/investor's name, amount, rate, and term for all sources available for construction and lease-up. This period must not exceed 24 months (Policy-F-8).

Permanent Financing:

Enter the lender/investor's name, amount, annual debt services, interest rate, and term for all sources of permanent financing. A source listed as a construction period source, which will remain, as a permanent source should be listed in both sections (Policy F-2)

For the purpose of listing Fulton County loans, applicants should anticipate receiving a loan on standard terms, with a minimum 3% annual interest rate, fully-amortized over a 15 year term. While the rate and term will be negotiable, this will be the beginning point for underwriting the project (Policy F-5).

Low-Income Housing Tax Credit Proceeds, if anticipated, should be shown at the amount to be realized from the syndication of the credits, without any reduction for related expenses (Policy F-14).

Historic Tax Credit Proceeds, if anticipated, should be shown at the amount to be realized from the syndication of the credits, without any reduction for related expenses (Policy F-4).

Owner's Cash Equity should be shown as the amount committed to the project, which must be at least 8% of total project cost. Owner's cash equity is money invested in a development for a share of all of the development's future profits and bears the first risk of any loss. This can be in the form of a developer's fee, which remains in the development as equity (Policies F-11 and F-14).

2. **SOURCES AND USES OF FUNDS STATEMENT (Form 135)(Policy F-4)**

Enter the construction sources in the boxes at the top of page 1 first. If an additional source will be available at permanent closing, list that source as well (Policy F-8).

Enter the projected line item amount for each expenditure item in the Total Projected Cost column, and then enter the amount from each listed source that will be used to pay for each particular line item.

Fulton County will underwrite the developer/sponsor's development costs for accuracy, necessity, reasonableness, eligibility, and compliance with appropriate regulatory requirements. A line item cost comparison with similar developments, market conditions, regional data and other factors will be conducted to determine your proposal's comparability and reasonableness. If any specific development cost items varies significantly from comparable factors or data, you may be required to submit additional documentation showing that such development cost item budget is reasonable.

When completing the form, please use the following definitions:

Land:

Direct costs of land acquisition, including all amounts paid to seller, loans assumed, amounts paid to release encumbrances on the land, legal and broker fees, acquisition fees paid in connection with the transfer of ownership, and carrying costs from the day of acquisition to the start of construction (Policies O/D-3 and O/D-4).

Acquisition of Existing Structure:

Direct costs necessary to acquire the buildings in a housing development, including all amounts paid to a seller, loans assumed, fees paid to release encumbrances on the development, legal and broker fees, acquisition fees paid in connection with the transfer of ownership and carrying costs from the date of acquisition to the start of construction.

Demolition:

This demolition is the clearing of existing buildings for new construction, not the interior demolition that is a common part of rehabilitation work.

Site Work:

Site work includes the costs of earthwork, utilities installation, trenching, pipe bedding, manholes and catch basins, roadway paving, parking lots, lawns, and planting. These costs will vary from one development to another because no two sites are precisely alike. The site work costs do not include off-site improvements.

Off-Site Improvements:

Many developments, particularly in new construction, require work to be done off-site at the expense of the development. This could include roads and sidewalks, sewer and water extensions, and other similar utility work.

New Construction:

New construction costs include amounts agreed to be paid for material and labor of the general contractors, plus all subcontracts. This amount should match the figures in the general contractor's bid and the construction contract (Policy O/D-5).

Rehabilitation:

Rehabilitation costs include amounts agreed to be paid for materials and labor of the general contractor, plus all subcontracts. This amount should match the figures in the general contractor's bid and the construction contract (Policy O/D-5).

Accessory Buildings:

Non-residential space to be used for retail, office or other purposes which will be used by persons other than tenants. These costs include amounts agreed to be paid for materials and labor of the general contractor for this space, plus all subcontracts for work on this space, plus a pro-rata share of builder's profit, overhead, and general requirements. This amount should match the figures in the general contractor's bid and the construction contract. Community and recreational buildings for the exclusive use of development tenants are considered residential and should be included under New Construction or Rehabilitation (Policy O/D-6).

General Requirements:

Contractor's general requirements include, but are not limited to, the following:

- Supervision
- field engineering

- field office expense (including clerical employee's wages)
- temporary sheds
- toilets
- tool storage and shops
- temporary heat, water
- light and power for construction
- equipment rental (if not included in trade item costs)
- clean-up and rubbish disposal
- building permits
- watchman wages and/or theft and vandalism insurance (or allowance for such losses)
- medical and first aid facilities
- temporary walkways and fences
- sidewalk and street rental
- temporary roads
- siding and docking facilities.

Specific items will vary according to development type, location and site conditions.

Builder/Contractor Overhead:

Contractor's overhead includes such items as main office expenses, field supervision, tools, and minor equipment, and insurance (Policy F-10).

Builder/Contractor Profit:

If there is an identity of interest between the developer and the builder, the builder's profit is limited to ten percent (10%) of construction and rehabilitation costs. An identity of interest is a financial, familial, or business relationship that permits less than arm's length transactions. This includes, but is not limited to existence of a reimbursement program or exchange of funds; common financial interests; common officers or stockholders; or family relationship between office, directors or stockholders. The Housing and Community Development Department will determine whether an identity of interest exists (Policy F-10).

Site Security:

Costs of maintaining security of the construction site should be entered separately and paid by the Owner directly. In most cases, the cost of securing the site is included in the construction contract under general requirements (Policy F-7).

Construction Contingency:

Construction contingency is an allowance for unforeseen difficulties or for oversights during the estimate process. Generally, the contingency allowance is a percentage of the total construction costs. A construction contingency of 5% but not greater than 7% is required for new construction and at least 7% but not greater than 10% for rehabilitation (Policy F-9).

Architect Fees:

Architect fees vary with the type of construction and overall development sizes (total construction cost). These fees may also vary depending upon degree of design difficulty economic conditions in the particular area (Policy F-7).

Real Estate Attorney:

Legal expenses required in obtaining required zoning approvals such as rezoning applications, special permit applications, variance applications, and related appeals should be shown on this line. Acquisition and loan closing attorney fees should not be shown here (Policy F-7).

Consultant/Processing Agent:

Fees to independent firms or individuals for obtaining access to non-traditional financing sources (Policy F-7).

Engineer Fees:

Engineer fees vary with the type of construction and development size (total construction cost). These fees may also vary depending upon degree of design difficulty and complexity of the construction. These fees are not included in the development's construction costs and vary with development size. Also included are topographic surveys, test borings, sub-surface exploration, soil testing, and utility tap fees (other than those included in construction contract). Some of these expenses may be included in your contract with the architect; exercise care to prevent duplication of cost allowance (Policy F-7).

Construction Insurance:

Allow for accrued portion of premiums on owner's insurance coverage during the construction/rehab contract period. If the development is to be occupied during rehabilitation, only incremental builder's risk insurance should be listed.

Construction Interest:

Allowance for construction interest should run through lease-up to conversion of the construction loan to a permanent loan.

Construction Loan Origination Fees:

Construction loan origination fees include fees charged by the construction lender for the examination and processing of the development loan application, inspection fees, commitment fees, lender legal fees, and mortgage insurance fees. If the fees include itemized charges for appraisals, market studies, or environmental assessments, those amounts should be shown separately below. If such fees are included but not itemized, they should be shown here and "Lender Fee" should be noted when you reach each the individual soft cost lines below (Policy F-7).

Construction Loan Credit Enhancement Fees:

Construction loan credit enhancement fees are charged by the mortgage insurer or construction lender as a condition of making the loan (Policy F-7)

Construction Real Estate Taxes:

Allowance for accrued real estate taxes for the construction/rehab period only for new construction and unoccupied rehab developments (Policy F-7)

Credit Reports:

Fees paid to lenders specifically for credit reports can be shown here, but only if not shown on construction or Permanent Loan fee lines (Policy F-7).

Permanent Financing Fees and Expense:

Permanent financing fees charged by the permanent lender for making the loan may include the initial service charge by the mortgagee, discounts fees, lender's legal fees, and FNA or GNMA fees. If the fees include itemized charges for appraisals, market studies, or environmental assessments, those amounts should be shown separately below. If such fees are included but not itemized, they should be shown here and "Lender Fee" should be noted when you reach the individual soft cost lines below (Policy F-7).

Bond Cost of Issuance:

Payments made directly to the Bond Underwriter to cover the legal and regulatory costs of issuing the bonds (Policy F-7).

Bond Underwriter's Discount:

Payments made directly to the Bond Underwriter to cover the costs and risks of marketing the bonds in the primary market (Policy F-7).

Bond Premium:

Payments made directly to the Bond Underwriter (Policy F-7).

Title and Recording Expenses:

Title and recording expenses include recording costs for all loans and mortgages, mortgage and stamp taxes, and the cost of these policies in connection with construction and permanent loans. Survey costs and legal fees paid in connection with these items are also eligible (Policy F-7).

Legal Fee:

Legal expenses include costs incurred by the owner for legal services required in connection with the financing of the development. This line item should not include costs associated with land acquisition or costs incurred in obtaining zone approvals (Policy F-7).

Prepaid Mortgage Insurance:

This line item is limited to the amounts paid or accrued, and is based on a per annum percentage of the maximum insurable mortgage amount in the firm commitment, for the same amortization period (Policy F-7).

Property Appraisals:

Fees to independent property appraisers commissioned directly or by a lender. Do not duplicate Construction or Permanent Loan fees if appraisal fees were collected by the lender and are shown in either of the Loan Fee lines above (Policies O/D-3 & F-7).

Market Studies:

Fees to independent real estate professionals to determine the demand in the current metro Atlanta real estate market for a project of the type being proposed (Policy F-1).

Environmental Reports:

Fees to independent professional engineers for preparation of environmental assessment reports commissioned directly or through a lender. Do not duplicate Construction or Permanent Loan Fees if environmental assessment fees were collected by the lender and shown on either of the Loan Fees lines above (Policies R-11 & F-7).

Tax Credit Fees:

Application and reservation fees to be paid for allocation of Low-Income Housing Tax Credits if applicable (Policy F-7).

Other Monitoring Fees:

Compliance monitoring fees to be paid to the Georgia Department of Community Affairs or other organizations to cover required annual monitoring activities for Resolution Trust Corporation developments, Affordable Housing Program funds received from the Federal Home Loan Bank, or those receiving tax credits (Policies F-15 & F-7).

Relocation Costs:

Costs incurred as a result of temporary and permanent relocation activities during the construction period. This does not include funds held in escrow to subsidize rents for very low-income tenants remaining in the development (Policies P-9, F-7 & R-4).

Initial Marketing and Rent-Up Costs:

Allowance for pre-leasing and initial lease-up period marketing efforts, as well as initial costs for setting up an on-site leasing office. Also includes funds set aside to cover operating deficit from the start of lease-up to stabilization and conversion to permanent financing (Policy F-7).

Bond Monitoring Fees:

Fees paid specifically for the monitoring of developments financed with tax-exempt bonds (Policy F-7).

Organizational Expenses:

Costs of setting up the development team and proposed ownership entity, such as limited partnership agreement development and filing (Policy F-7).

Bridge Loan Fees:

Bridge loan fees consist of fees and interest incurred by a developer on loans obtained by the pledge of investor's deferred capital contributions (Policy F-7).

Tax Opinion:

Legal expenses incurred in order to obtain required certifications for the Low-Income Housing Tax Credit Program, or to syndicate those credits if applicable (Policy F-7).

Developer Overhead:

Direct and indirect actual costs of the developer from the date of application to permanent loan closing for this development (Policies F-7 & F-10).

Developer Fee:

Profit to the developer and/or owner. The maximum total developer fee can be no more than 10% of the total project cost minus the budgeted developer fee and the cost of the land. This includes not only fees, but also overhead and consultant fees (Policies F-7 and F-10).

Operating Reserves:

Funds set-aside to cover unexpected operating deficits after stabilization and conversion to permanent financing. Fulton County requires a minimum reserve to be maintained at all times (Policy F-7 and F-10).

Escrows:

Amounts required by lenders to be escrowed for such items as real estate taxes, property insurance, repairs and replacements at or before conversion to permanent financing.

3. **15 YEAR AFTER-TAX INCOME PROJECTIONS (Form 140) (Policy F-5)**
Utilize the definitions below in completing the Multi-Year Operational Pro Forms.

Total Potential Rent Income:

Assume that all units in the development are fully occupied at the applicable market and HOME rents in year one. For years two through fifteen, increase the rents by 2% per year (Policy F-15).

Other Income:

Add income from activities such as vending machines, coin laundry facilities, pet fees, late fees and other non-rent income.

Vacancy Allowance:

Assume a 7% vacancy and collection loss.

Annual Operating Expense:

Enter the Total Annual Operating Expenses from the Annual Operating Expense Budget (Form 140) for Year One. In years two through fifteen, increase this item by 3% per year (Policy F-15).

Debt Service:

Subtract debt service payments in the amounts set forth in the Sources of Funds Statement (Form 130).

Income Taxes:

Use the maximum marginal rate for the type of return, depending on the type of investor. This section should only be filled out if the applicant for funding is or includes a for-profit entity.

I. General Information

• **Development Information**

Development Name:

Address:

Census Tract: _____, Georgia Zip Code:

Types of development activities planned (all that apply):

Acquisition New Construction Rehabilitation _____ % occupied

- **Amount of Assistance Requested** \$
- **Developer Information** Federal ID#

Contact Person: _____ Phone:

Firm Name: _____ Phone:

Address: _____ Fax:
City: _____ State: _____ Zip Code:

Is this firm a qualified Minority-owned Business Enterprise (MBE)? Yes No

Is this firm a qualified Woman-owned Business Enterprise (WBE)? Yes No

- **Proposed Ownership Entity** (This entity must be formed as of date of application)

Entity Name: _____ Federal ID# _____

Legal Form: Individual General Partnership Limited Partnership

(one) For-Profit Corporation Non-Profit Corporation Other:

General Partner Information (if applicable): (List Managing General Partner on first line).

Name: _____ Fed. ID# or Soc. Sec. No.: _____ Owns % _____

Name: _____ Fed. ID# or Soc. Sec. No.: _____ Owns % _____

Name: _____ Fed. ID# or Soc. Sec. No.: _____ Owns % _____

II. Development Team Information(Name and Phone Number) here if

MBE or WBE

Contractor: _____

Property Manager: _____

Consultant: _____

Owner's Attorney: _____

Tax Attorney: _____

Closing Attorney: _____

Tax Accountant: _____

Physical Needs Assessor (if applicable): _____

Architect: _____

Does the developer or owner hold a direct or indirect financial interest in any development team member listed above? Yes No

If yes, provide details of the relationship:

• **Non-Profit Determination**

To qualify for non-profit preference, a non-profit must materially participate in the development and operation of the project throughout the compliance period. Within the meaning of IRC §469(h), “a(non-profit) shall be treated as materially participating in an activity only if the (nonprofit) is involved in the operations of the activity on a basis that is regular, continuous, and substantial.”

Indicate type of non-profit participating in this development (one):

IRC §501(a) IRC §501(c)(3) IRC §501(c)(4) IRC §501(c)(3) Other _____ Is “fostering low and moderate income housing” listed among the purposes of the non-profit in its Articles of Incorporation? Yes No

IV. Development Plan Information

Total Number of Units Planned: _____ Number of Low-Income Units Planned:

Residential Floor Area Planned: _____ sq. ft. Low-Income Unit Floor Area Planned: _____ sq. ft.

Unit Targeting:

Elderly, _____ units Family, _____ units Disabled _____ units
 Other: _____ , _____ units

Housing Types Planned (all that apply):

Single Family Detached Row House/Townhouse Two Family Detached
 Garden Apartments Multi-Story, No Elevator Multi-Story, Elevator

Type of Occupancy Planned: Standard Rental Transitional Single Room Occupancy
 Condominium Cooperative Other:

Recreational Facilities Planned:

Commercial Space Planned:

Accessory Building Planned:

Development Security Planned:

Total Number of Buildings Planned: _____ Total Number of Parking Spaces:

Total Floor Area Planned: _____ sq. ft. Non-Residential Floor Area Planned: sq.ft.

• **Energy and Equipment Information**

Heating System (one): Electric Baseboard Central Forced Air
 Gas Electric Heat Pumps Wall Heaters
Efficiency Rating: _____ Other:

Air Conditioning System (one): None Provided Window Units
 Gas Electric Central Forced Air Motel-Style Units
Efficiency Rating: _____ Heat Pumps

Domestic Hot Water (one): Single Units Supply Shared Supply
 Gas Electric
Efficiency Rating:

Equipment Included with Low and Very Low-Income Units (items provided):

Range Refrigerator Garbage Disposal
Dishwasher
 Kitchen Exhaust W/D Hook-ups Washing Machine Dryer
 On-Site Laundry Security Alarm Other

Equipment Included with Other Units (items provided):

Range Refrigerator Garbage Disposal
Dishwasher
 Kitchen Exhaust W/D Hook-ups Washing Machine Dryer
 On-Site Laundry Security Alarm Other

V. Site Information

Form of Site Control (one): Option Contract Deed

Date of Acquisition:

Expiration date of option or contract: _____ Price \$

Site Area: _____ acres Seller's Phone Number: (____)

Seller's Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Site Information - Continued

Does current site zoning allow multifamily residential use? Yes No

If current zoning does not allow this use, has a rezoning application been filed? Yes
 No

Is the site currently connected to:

Public Water Supply? Yes No Cable Television System?
 Yes No
Public Sewer System? Yes No Telephone System?
 Yes No
Natural Gas Distribution System? Yes No Electric Power System?
 Yes No

Are the following features present at the proposed development site?

All or part in 100-yr. floodplain? Yes No Standing water? Yes No
Railroad tracks within 300 feet? Yes No Creek, lake, river frontage? Yes No
No
High tension wires? Yes No Ravines or steep grades? Yes No
Major rock outcroppings? Yes No Airport clear zone? Yes
 No
Trash or imported fill? Yes No Unstable soil conditions? Yes
 No
Explosive materials within 300 ft? Yes No High noise levels? Yes
 No
Hazardous Materials Yes No Toxic Waste Sites
 Yes No

Identify any other unusual site features:

VI. Development Rents

- Maximum Gross Rents including Tenant Paid Utilities (effective April, 2008):

<u>Unit Size</u>	<u>0-BR</u>	<u>1-BR</u>	<u>2-BR</u>	<u>3-BR</u>	<u>4-BR</u>
High HOME Rents	\$684	\$741	\$824	\$1003	\$1094
Low HOME Rents	\$622	\$667	\$801	\$925	\$1032

Income Schedule For Families at 60% AMI (90% rule) and 80% AMI (effective March, 2009).

<u>Family Size</u>	<u>50% AMI</u>	<u>60% AMI</u>	<u>80% AMI</u>	<u>Family Size</u>	<u>50%</u>	<u>60%</u>	<u>80%</u>
1	\$25,100	\$30,120	\$40,150	5	\$38,700	\$46,440	
2	\$28,700	\$34,440	\$45,900	6	\$41,600	\$49,920	
3	\$32,250	\$38,700	\$51,600	7	\$44,450	\$53,340	
4	\$35,850	\$43,020	\$57,350	8+	\$47,300	\$56,760	

- Monthly Utility Allowances**

Complete the following table of allowances for tenant-paid utilities using Utility Allowance Table provided by the Housing Authority (Appendix B)

Expense Item	Type	To Be Paid By		Allowance by number of bedrooms				
				0-BR	1-BR	2-BR	3-BR	__BR
Heating		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Cooking		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Hot Water		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Lighting		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Air Conditioning		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Water/Sewer		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Trash		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Refrigerator		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Total monthly tenant paid utilities								

- **Low Income Units (80% of Area Median Income)**

Enter your proposed net rents for units targeted for low-income households in this table:

Unit Type	Number of Units	Monthly Net Rent per Unit	Total Monthly Rent for Unit Type	Average Floor Area (square feet)
BR		\$	\$	
BR		\$	\$	
BR		\$	\$	
BR		\$	\$	
Non-Rental Income: (Identify Source)			\$	
Less Vacancy Allowance of _____ %			(\$)	
Total Monthly Income from Low-income Units			\$	
What is the estimated annual increase in net rent?			_____ %	

Note: Net rents equal the monthly gross rents less the tenant paid utilities.

- **Very Low-Income Units (50% of Area Median Income)**

Enter your proposed net rents for units targeted for very low-income households in this table:

Unit Type	Number of Units	Monthly Net Rent per Unit	Total Monthly Rent for Unit Type	Average Floor Area (square ft)
BR		\$	\$	
BR		\$	\$	
BR		\$	\$	
BR		\$	\$	
Non-Rental Income (Identify source)			\$	
Less Vacancy Allowance of _____ %			(\$)	
Total Monthly Income from Very Low-Income Units			\$	
What is the estimated annual increase in net rent?			_____ %	

- **Other Units**

Enter your proposed net rents for all unrestricted units in this table:

Unit Type	Number of Units	Monthly Net Rent per Unit	Total Monthly Rent for Unit Type	Average Floor Area (square ft)
BR		\$	\$	
BR		\$	\$	
BR		\$	\$	
BR		\$	\$	
Non-Rental Income (Identify source)			\$	
Less Vacancy Allowance of _____ %			(\$)	
Total Monthly Income from Very Low-Income Units			\$	
What is the estimated annual increase in net rent?			_____ %	

• **Employee and Model Units**

Check () one for each of the following selections:

Number of employee units planned: _____ Number of permanent model units planned: _____
 Included in unit count Included in unit count
 Common space Common space (not eligible for tax credits)

Unit Type	Number of Units	Monthly Net Rent per Unit	Total Monthly Rent for Unit Type	Average Floor Area (square feet)
BR		\$	\$	
BR		\$	\$	
Total Monthly Rental Income Foregone			(\$)	

• **Rental Assistance Information**

Do you expect to receive a commitment for any rental subsidies for this development?
 Yes No

If you answered yes, please the type of subsidy expected:

- Section 8 Moderate Rehabilitation
- Section 8 Project Based Assistance Other:

Number of units expected to receive assistance:

Number of years remaining in assistance contract:

- **Housing Authority (HA) Waiting List Information (optional)**

Describe households on waiting list for public housing (does not include waiting list for Section 8 program) to be targeted. Include information related to number of households on waiting list and number or percent who could be served by proposed project based on family size, income, and rent they can afford to pay.

Describe the number of units, unit mix, and rent structure to be implemented to specifically target need identified above.

VII. Relocation Information

Relocation is the moving of residential tenants from their original leased space.

Will your development plans require any tenants to move temporarily? Yes
No

Will your development plans require any tenants to move permanently? Yes
No

VIII. Development Subsidy Information

If any of your development financing sources is provided directly or indirectly with Federal, State, or local government funds, enters the amounts in the following table:

LOANS		GRANTS	
Tax Exempt Bonds	\$	C.D.B.G.	\$
C.D.B.G.	\$	Housing Trust Fund	\$
Housing Trust Fund	\$	HOME	\$
HOME	\$	State Government	\$
Other	\$	Local Government	\$
		Other	\$

If tax-exempt financing is to be used, what percentage of the total cost does it cover?
%

If taxable bond financing is to be used, enter amount of expected proceeds. \$ _____

- **Credit Enhancements**

Will the permanent financing have any kind of credit enhancement? Yes No

If yes, what kind of enhancement?

- **Existing Subsidies in Developments to be Acquired**

Does your development plan include acquisition of units with existing subsidies? Yes
 No

If yes, please indicate the kind of existing subsidy (all that apply):

- Section 221(d)(3) Below Market Interest Rate Section 236
- Section 8 Project Based Assistance Other

Does your development plan seek to preserve federally-assisted low-income housing which would otherwise convert to market rate use through mortgage prepayment, foreclosure or expiring subsidies?

Yes No

IX. Supportive Services Information

If you plan to provide supportive services to your tenants, please provide the following:

- Description of the tenant population to be served:

- Description of the services to be provided and the rationale for service selection:

- Description of the intended benefits of the services to be provided:

- Description of how services are to be provided:

- Description of service provider and financing:

X. Financing and Development Schedule

For each item in the chart below, enter the month and year when that item is expected to be accomplished. If an item does not apply to your development, enter N/A.

SITE	ACTIVITY	MONTH/YEAR
	Option Contract Closing Zoning Approval Site Analysis	_____ / _____ / _____ / _____ / _____ /
CONSTRUCTION FINANCING	Source: Application Submission Conditional Commitment Firm Commitment	_____ / _____ / _____ / _____ /
PERMANENT FINANCING	Source: Application Submission Conditional Commitment Firm Commitment	_____ / _____ / _____ / _____ /
	Source: Application Submission Conditional Commitment Firm Commitment	_____ / _____ / _____ / _____ /
	Source: Application Submission Conditional Commitment Firm Commitment	_____ / _____ / _____ / _____ /
	Source: Application Submission Conditional Commitment Firm Commitment	_____ / _____ / _____ / _____ /
PLANS	Preliminary Drawings Working Drawings	_____ / _____ /
CONSTRUCTION LOAN		_____ /

CLOSING		
CONSTRUCTION START		____/
LEASE-UP START		____/
CONSTRUCTION COMPLETE		____/
FULL LEASE-UP		____/

XII. Certification

The undersigned applicant(s) hereby each certify that, to the best of my/our knowledge, all of the information in this application and all supporting documentation is correct, complete and accurate. I/We further recognize and accept our obligation to notify the Fulton County Housing and Community Development Department immediately if I/we become aware of any subsequent events or information which would change any statements or representations previously submitted to Fulton County.

DATE: _____ Applicant Name: _____

By: _____
Print Firm Name

Title: _____

Authorized Signature

DATE: _____ Applicant Name: _____

By: _____
Print Firm Name

Title: _____

Authorized Signature

EXPERIENCE SUMMARY - OWNER/DEVELOPER

Submit one form for each different Owner and Developer entity. If entity is a partnership, submit one form for each general partner also.

Individual or Entity Name: _____ Entity Type: Individual (one) Partnership Corporation

Proposed Role in Development: Owner Developer

Development Name, City, State	Date Acquired or Constructed	Unit Count			Financing Sources incl. Gov't Programs	Occup. %	Participation Period		Any foreclosure default, lawsuit? **
		L/M **	Mkt.	Spec. Need			From	To	
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No

*If YES in any case, provide full details on the back of this form or on a separate sheet. **Restricted to low and moderate income persons.

EXPERIENCE SUMMARY - PROPERTY MANAGER

Development Name: _____

Name of Management Firm: _____

Development Name, City, State	Date Acquired or Constructed	Unit Count			All Financing Sources incl. Govt. Programs	Occup. %	Participation Period		Any foreclosure default, lawsuit?*
		L/M	Mkt.	Spec. Need			From	To	
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No

*If YES in any case, provide full details on the back of this form or on a separate sheet. **Restricted to low and moderate income persons.

ANNUAL OPERATION EXPENSE BUDGET

(Complete Separate Forms for the Existing and Proposed Operations)

Development Name: _____

ADMINISTRATIVE

Accounting _____

Advertising..... _____

Legal Fees _____

Leased Furniture _____

Management Fee _____

Management Salaries & Benefits..... _____

Non-Residential Unit Rent _____

Office Supplies & Postage _____

Telephone _____

Misc. Administrative Costs..... _____

Subtotal - Administrative \$ _____

MAINTENANCE

Vacant Unit Preparation..... _____

Exterminating..... _____

Grounds..... _____

Maintenance Salaries & Benefits..... _____

Maintenance Supplies..... _____

Pool _____

Repairs _____

Other: _____

Subtotal - Maintenance \$ _____

OPERATING

Owner-Supplied Cable TV..... _____

Owner-Supplied Electricity..... _____

Water and Sewer..... _____

Owner-Supplied Natural Gas..... _____

Garbage Collection..... _____

Security _____

Other: _____

Subtotal – Operating \$ _____

FIXED

Real Estate Taxes (@_____mils) _____

Insurances..... _____

Other Tax Assessments..... _____

Other: _____

Subtotal – Fixed \$ _____

TOTAL ANNUAL OPERATING EXPENSES \$ _____

Annual Replacement Reserve Contribution \$ _____

TOTAL ANNUAL OPERATING EXPENSES & RESERVE PAYMENTS \$ _____

PROPOSED SOURCES OF FUNDS

Development Name: _____

Developer's Name: _____

Construction and Bridge Financing

Name of Lender or Investor	Amount	Interest Rate	Term
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
TOTAL	\$ _____		

Permanent Financing

Name of Lender or Investor	Annual Debt			
	Amount	Interest Service Period	Loan Rate	Amort. Term.
_____	\$ _____	\$ _____	_____	_____
_____	\$ _____	\$ _____	_____	_____
_____	\$ _____	\$ _____	_____	_____
_____	\$ _____	\$ _____	_____	_____
Fulton HOME Program	\$ _____	\$ _____	_____	_____
DCA HOME Program	\$ _____	\$ _____	_____	_____
State Housing Trust Fund	\$ _____	\$ _____	_____	_____
Low-Income Housing Credit Proceeds	\$ _____			
Historic Rehab Tax Credit Proceeds	\$ _____			
Owner's Cash Equity	\$ _____			
TOTALS	\$ _____			

SOURCES AND USES OF FUNDS

	Total Projected Cost	Source A	Source B	Source C	Source D	Source E	Source F
For Rehabilitation & Construction (Continued)							
Other:							
SUBTOTAL							
FOR CONTINGENCY							
Construction Contingency							
Other:							
SUBTOTAL							
FOR PROFESSIONAL SERVICES							
Architects - Design							
Architects - Supervision							
Real Estate Attorney							
Consultant/Processing Agent							
Engineers							
Other:							
SUBTOTAL							
FOR INTERIM COSTS							
Construction Insurance							
Construction Interest							
Construction Loan Fees							
Construction Loan Credit Enhancement							
Construction Real Estate Taxes							
Other:							
SUBTOTAL							

SOURCES AND USES OF FUNDS

	Total Projected Cost	Source A	Source B	Source C	Source D	Source E	Source F
FOR FINANCING FEES & EXPENSES							
Credit Reports							
Permanent Loan Fees							
Permanent Loan Credit Enhancement							
Bond Cost of Issuance							
Bond Underwriter's Discount							
Bond Premium							
Negative Arbitrage							
Title and Recording							
Counsel's Fee							
Prepaid Mortgage Insurance							
Other:							
SUBTOTAL							
FOR SOFT COSTS							
Property Appraisals							
Market Studies							
Environmental Reports							
Tax Credit Fees							
Tax Credit Monitoring Fees							
Relocation Cost							
Initial Marketing & Rent-Up Costs							
Resident Initiative Fund							
Bond Monitoring Fees							
Other:							

	Total Projected Cost	Source A	Source B	Source C	Source D	Source E	Source F
FOR SOFT COSTS (CONTINUED)							
SUBTOTAL							
FOR SYNDICATION COSTS							
Organizational (Partnership)							
Bridge Loan Fees and Expenses							
Tax Opinion							
Other:							
SUBTOTAL							
FOR DEVELOPER'S FEES							
Developer's Overhead							
Developer's Fees							
Consultants							
Other:							
SUBTOTAL							
FOR RESERVES							
Working Capital/Rent-Up							
Operating							
Escrows							
Other:							
SUBTOTAL							
TOTAL DEVELOPMENT COSTS							

Earnings Before Taxes

LESS: Income Taxes

@_____%

Cash Flow After Taxes

ADD: Tax Credits

Total After-Tax Benefits

Form 140

FIFTEEN YEAR AFTER-TAX INCOME PROJECTIONS

Development Name: _____

	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Total Potential Rent Income							
ADD: Other Income							
Gross Potential Income							
LESS: Vacancy Allowance							
Effective Income							
LESS: Operating Expenses							
Replacement Reserves							
Net Operating Income							
LESS: Debt Service 1 st							
Debt Service 2 nd							
Debt Service 3 rd							
Cash Flow							
Less: Depreciation							
Amortization (Org Exp)							
Amortization (Fin Exp)							
ADD: Loan Principal Repaid							
Replacement Reserves							
Earnings Before Taxes							
LESS: Income Taxes @ _____ %							
Cash Flow After Taxes							

ADD: Tax Credits

Total After-Tax Benefits

--

MANAGEMENT AGENT QUESTIONNAIRE

Development Name:

Name of Management Firm:

Mailing Address:

City: _____ State: _____ Zip: _____

Name of Principal contact: _____

Telephone: (____) _____ FAX: (____) _____

Address of Principal Office:

City: _____ State: _____ Zip: _____

General Territory Served:

Firm's Legal Form (one):

Proprietorship Partnership Corporation

Other: _____

Is this firm a subsidiary or affiliate of another firm: Yes No

If yes, please provide name, address and relationship with this firm:

Describe any business activities, other than real estate, engaged in by your firm or its parent. If none, state **NONE**.

How long has this firm been managing residential rental properties?
_____ years

Does your firm provide the following services in addition to property management?

Real estate sales or brokerage Yes No

Mortgage banking or brokerage Yes No

Real estate development Yes No

Real estate appraisals Yes No

Insurance sales or brokerage Yes No

Market studies Yes No

APPLICATION MANAGEMENT AGENT QUESTIONNAIRE

Complete the following table with information concerning employees working at your Principal Office:

Full Time	Part Time	Job Title
□□□□		_____
□□□□		_____
□□□□	_____	_____
□□□□	_____	_____
□□□□	_____	_____
□□□□	_____	_____
□□□□	_____	_____

Please complete the following table related to employees throughout your organization:

2 Yrs.	
Current	Ago
Total number of full-time and part-time employees	_____
Number of executive-level managers	_____
Number of executive-level managers responsible for property management	_____
Number of clerical, accounting, and bookkeeping employees	_____

Number of maintenance employees	_____

Number of site management employees	_____

Total number of rental units currently managed by your firm: _____

Total number of low and very low income units currently managed by your firm: _____

Has a housing development gone into default while under your management?

Yes No

If yes, identify the development and describe the cause of the default.

**APPLICATION
MANAGEMENT AGENT QUESTIONNAIRE**

Has your firm ever been party to a FHA 2530 proceeding? Yes No

If yes, identify the project and outline the details of the proceeding.

List any professional property management organizations of which your firm is a member:

List any property management certifications held by your employees, and the number of employees holding each certification:

Has any principal of your firm been involved in a personal or business bankruptcy within the last seven years?

Yes No

If yes, identify the principal and describe the circumstances:

Does your firm carry fidelity bond coverage for your employees? Yes No

If yes what is the amount of insurance coverage carried?
\$ _____

Has your firm or any of your employees ever been turned down for bonding?
Yes No

Has your firm or any of your employees ever been accused of a Federal fair housing violation?

Yes No

If yes, please provide details and disposition:

**APPLICATION
MANAGEMENT AGENT QUESTIONNAIRE**

Have any of your firm's property management contracts been terminated before their expiration within the last five years?

Yes No

If yes, provide development name and address:

In the last five years, have any of your firm's expiring property management contracts not been renewed?

Yes No

If yes, provide development name and address:

Please submit the following supporting documents with this questionnaire:

- X Resumes of all principals and executive-level employees
- X Job Description for Property Manager Supervisor or equivalent
- X Job Description for Site Property Manager position or equivalent
- X Development Information Summary for all low income properties managed

The undersigned owner/officer hereby certifies that the information contained in this document and all attachments is true, correct, and complete, to the best of his/her knowledge.

Date: _____

Name of Firm

By: _____
Authorized Signature

Title: _____

**APPLICATION
DEVELOPMENT INFORMATION SUMMARY**

Proposed Development Name: _____

Name of Management Firm: _____

Complete and submit a copy of this form for each low income housing development managed by your firm for at least two years.

Name of low income development: _____

Address of development site: _____

City: _____ State _____ Zip: _____

Term of your management contract: Starting on _____ Expiring on _____

Staffing: How many on-site management employees? _____ Full-time _____ Part-time

How many on-site maintenance employees: _____ Full-time _____ Part-time

Name of current site manager: _____

Site Office Phone: (_____) _____

Approximate age of buildings: _____ years Year of last major renovation: _____

Total number of residential units: _____ Number of low income units: _____

Annual operating expense budget per unit excluding replacement reserve payment: \$ _____

Annual replacement reserve payment per unit: \$ _____

Primary source of ownership financing, if known: _____

Name of Ownership Entity _____

Owner's Mailing Address _____

City _____ State _____ Zip _____

Development Name:

Developer's Name:

• **General Information**

Name of Nonprofit:

Mailing Address:

City: _____ State _____ Zip:

Date of Incorporation: _____ State of Incorporation:

Type of tax exemption determination: IRC §501(c)(3) IRC §501(c)(4)
 IRC §905 Other:

Date of most recent IRS tax exemption determination letter:

Anticipated future life for the Nonprofit: _____ years

List the purposes of the Nonprofit as specified in its Articles of Incorporation:

Nonprofit's Development Role

Will the Nonprofit own a continuing and/or controlling interest in the development (directly or indirectly) throughout the required compliance or affordability period? Yes No

If yes, describe in detail the Nonprofit's ownership interests (attach a separate sheet, if necessary):

Note: To have a controlling interest in the ownership entity, the nonprofit organization must serve as the sole general partner, the managing partner, or majority owner. Nonprofit organizations affiliated with for-profit entities will also be reviewed for compliance with section 42(h)(5)(c)(11).

Identify the role or roles that the Nonprofit will undertake in this development (all that apply):

Developer Owner Manager

If the Nonprofit is to participate as Developer, describe its specific development responsibilities with regard to the construction or rehabilitation of the site and buildings:

If the Nonprofit is to participate as Manager, describe its specific responsibilities with regard to the day to day operations of the development:

Relationships with For-Profit Entities

Has any For-Profit organization or individual appointed any director to the governing board of the Non-profit? Yes No

If yes, describe in detail the individuals or entities involved and the reasons for this relationship:

Does any For-Profit organization or individual have a continuing right to appoint a director?
 Yes No

If yes, describe in detail the individuals or entities involved and the reasons for this relationship:

- **Relationships with For-Profit Entities (continued)**

Does any For-Profit organization or individual have any other affiliation, required or exclusive contractual arrangement, or other significant involvement with the Nonprofit?

Yes No

If yes, describe in detail the individuals or entities involved and the specifics of the relationship:

- **Summary of Activities and Affiliations**

Briefly describe the current programmatic activities of the Nonprofit:

Briefly describe any planned changes to the programmatic activities of the Nonprofit:

Is the Nonprofit affiliated with any other nonprofit organization through a subsidiary relationship, shared staff, common directors, or other form of affiliation? Yes No

If yes, identify the nonprofit involved and describe the form and purpose of the affiliation:

Number of Nonprofit's full-time paid staff members:

Number of full-time paid staff members of affiliated nonprofit organization:

Number of volunteer staff of the Nonprofit:

Number of volunteer staff of affiliated nonprofit organization:

- **Summary of Activities and Affiliations (continued)**

Describe all types of fund-raising activities engaged in by Nonprofit, with average percentages of total revenue received from each type:

Disclose any funding received by the Nonprofit from any individual or other entity directly or indirectly related to the proposed Owner of the development (if none, state "None"):

Describe the formal process adopted by the governing board of the Nonprofit to solicit input from low income persons prior to making decisions regarding the design, location, development, and management of affordable housing developments:

Disclose any business or personal relationships that exist, directly or indirectly, between any of the staff, directors or other principals involved in the formation or operation of the Nonprofit, and any persons or entities proposed to be involved in the development on a for-profit or fee basis:

Attachments Required

Attach copies of the following documents to this form:

- Articles of Incorporation for Nonprofit and any affiliated nonprofits
- By -Laws of the Nonprofit and any affiliated nonprofits
- IRS Tax-Exempt Determination letter for Nonprofit and any affiliated nonprofits
- Evidence of board approval of formal low income community input process

RENT REGISTER FORM

Name of Housing Development: _____

Full Name of Head of Household: _____

Street Address: _____ Building #: _____ Unit #: _____

City _____ Zip Code: _____ County: _____

Unit Type: SRO Eff 1 BR 2 BR 3BR 4BR

Initial Lease Start Date (move-in date): ____/____/____

Lease Expiration Date: ____/____/____

Total Monthly Rent Charge: \$ _____ Monthly Subsidy Amount \$ _____

Monthly Utility Allowance on Current Appliances: \$ _____

Subsidy Type: None Section 8 HOME TBA Other

Race of Head of Household? White, Not Hispanic Black, Not Hispanic
(check one) Native American Hispanic Asian/Pacific Islander

Expected combined gross income for the next 12 months of all household members over 18 years of age who are currently occupying the unit: \$ _____

Number of people in the household, including the head of household, currently occupying the unit: ____
List all other household members currently occupying the unit and their ages. (Relationship to head of household should be listed as spouse, son, daughter, mother, grandson, nephew, etc. If a persons is unrelated to head, enter unrelated)

<u>Name & Relationship to Head</u>	<u>Age</u>	<u>Name & Relationship to Head</u>	<u>Age</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

By signing this form, I certify that I understand all of the questions on this form, and that all of my answers are true and correct to the best of my knowledge.

Signed: _____ Date: ____/____/____
Borrower's Authorized Representative

Instructions: Please complete for each occupied unit. If your application is considered for further review, the owner must complete a HOME Income Certification form #117 for all occupied units. If any units previously occupied are vacant at that time, the owner shall provide in writing the reason for the vacancy.

HOME INCOME CERTIFICATION

As a condition to the Owner's participation in the HOME Program all tenants must meet certain income guidelines set forth by the Fulton County Housing and Community Development Department.

1. Rental Unit applied for:

2. The Landlord of the above property has accepted a Rental Application from:

Name of Head of Household: _____

Current Address: _____

Current Phone Number: _____

3. The only other occupants of the rental unit will be the following:

Name of Members of the Household	Relationship to Head of Household	Age	Social Security Number	Sources of Income	Annual Income

Note: "Income" includes, but is not limited to, all wages, Social Security payments, pension payments, income from assets, disability or death benefits, unemployment and disability compensation, worker's compensation, severance pay, alimony, child support payments, and other compensation for personal services.

4. The total estimated annual income of the occupants is \$ _____ .

HOME INCOME CERTIFICATION

5. I, _____, the Landlord (or designated appointed) of the Rental Property known as certify that I have verified the income(s) of the prospective tenant(s) named above to the best of my ability. I certify that the statements above are true and complete to the best of my knowledge and belief, and I understand that they are given under penalty of law.

Landlord's Signature Date

6. I, _____, The prospective tenant of the rental property known as _____ certify that I have supplied the Landlord of the above property with full and accurate information regarding the income(s) of each person set forth in Section 3 of this Document. I certify that the statements above are true and correct to the best of my knowledge and belief, and I understand that they are given under penalty of law. The undersigned authorizes the Landlord to provide this form and the information contained herein to the Fulton Housing and Community Development Department, its Agents, and the U.S. Department of Housing and Urban Development.

Tenant's Signature Date

WARNING: Under 18 U.S.C. 1001, whoever willingly makes or uses a document or writing he/she knows has any false or fraudulent statement or entry, in any matter under the jurisdiction of any department or agency of the United States, may be fined up to \$10,000 or imprisoned up to 5 years, or both.

HOUSING AND COMMUNITY DEVELOPMENT USE ONLY

The Above Tenant(s) qualify as:

- _____ Very Low Income
- _____ Lower Income
- _____ Over Income Limit

... according to current Section 8 Income Limits.

Checked By Title Date

APPENDICES

Appendix A	Current Approved Fulton County Utility Allowance
Appendix B	Tenant Selection Policies & Criteria
Appendix C	Prohibited Lease Provisions
Appendix D	The Section 3 Clause
Appendix E	MBE/WBE Reporting
Appendix F	HOME Regulations (may be downloaded at http://www.hud.gov/cpd/home/part92.pdf)
Appendix G	Affirmative Fair Housing Marketing Plan – Form HUD-935.2 (may be completed on line and downloaded at: www.hudclips.org)

Appendix A

Allowances for Tenant Furnished Utilities and other Services		U.S. Department of Housing and Urban Development Office of Public and Indian Housing		OMB Approval No. 2577-0169			
Locality: Housing Authority of Fulton County		Unit Type: Mid-Rise and High-Rise (3 or more stories)			Date (10/01/2008)		
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$7.00	\$9.00	\$10.00	\$11.00	\$12.00	\$13.00
	b. Bottle Gas						
	c. Electric	\$7.00	\$10.00	\$12.00	\$15.00	\$18.00	\$21.00
	d. Oil / Other						
Cooking	a. Natural Gas	\$4.00	\$5.00	\$7.00	\$8.00	\$10.00	\$11.00
	b. Bottle Gas						
	c. Electric	\$5.00	\$6.00	\$8.00	\$10.00	\$11.00	\$13.00
	d. Coal / Other						
Other Electric		\$13.00	\$19.00	\$25.00	\$31.00	\$38.00	\$52.00
Air Conditioning		\$3.00	\$6.00	\$9.00	\$12.00	\$15.00	\$18.00
Water Heating	a. Natural Gas	\$6.00	\$10.00	\$13.00	\$16.00	\$20.00	\$23.00
	b. Bottle Gas						
	c. Electric	\$8.00	\$13.00	\$17.00	\$22.00	\$26.00	\$31.00
	d. Oil / Other						
Water		\$14.00	\$21.00	\$29.00	\$36.00	\$44.00	\$52.00
Sewer		\$33.00	\$51.00	\$69.00	\$88.00	\$106.00	\$125.00
Trash Collection		N/A	N/A	N/A	N/A	N/A	N/A
Range / Microwave		\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
Refrigerator		\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
Other--specify:		\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
		\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Heating Electric with Heat Pump		\$3.00	\$5.00	\$7.00	\$8.00	\$10.00	\$11.00

Allowances for Tenant Furnished Utilities and other Services			U.S. Department of Housing and Urban Development Office of Public and Indian Housing				OMB Approval No. 2577-0169	
Locality: Housing Authority of Fulton County			Unit Type: Townhouse and Multi-Family Walkup (1 or 2 Story)			Date (10/01/2008)		
Utility or Service			Monthly Dollar Allowances					
			0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a.	Natural Gas	\$16.00	\$21.00	\$25.00	\$30.00	\$34.00	\$39.00
	b.	Bottle Gas						
	c.	Electric	\$10.00	\$13.00	\$16.00	\$20.00	\$23.00	\$27.00
	d.	Oil / Other						
Cooking	a.	Natural Gas	\$4.00	\$5.00	\$7.00	\$8.00	\$10.00	\$11.00
	b.	Bottle Gas						
	c.	Electric	\$5.00	\$6.00	\$8.00	\$10.00	\$11.00	\$13.00
	d.	Coal / Other						
Other Electric			\$13.00	\$21.00	\$29.00	\$39.00	\$47.00	\$55.00
Air Conditioning			\$2.00	\$5.00	\$10.00	\$14.00	\$19.00	\$24.00
Water Heating	a.	Natural Gas	\$6.00	\$10.00	\$13.00	\$16.00	\$20.00	\$23.00
	b.	Bottle Gas						
	c.	Electric	\$8.00	\$13.00	\$17.00	\$22.00	\$26.00	\$31.00
	d.	Oil / Other						
Water			\$23.00	\$31.00	\$38.00	\$46.00	\$53.00	\$61.00
Sewer			\$33.00	\$51.00	\$69.00	\$88.00	\$106.00	\$125.00
Trash Collection			N/A	N/A	N/A	N/A	N/A	N/A
Range / Microwave			\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
Refrigerator			\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
Other--specify:			\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
Heating Electric with Heat Pump			\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Heating Electric with Heat Pump			\$5.00	\$7.00	\$9.00	\$11.00	\$12.00	\$14.00

Appendix B

Tenant Selection – An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria that:

1. Are consistent with the purpose of providing housing for very low-income and low-income families,
2. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease,
3. Give reasonable consideration to the housing needs of families that would have a preference under 960.211 (Federal selection preferences for admission to Public Housing) of this title;
and
4. Provide for:
 - a. The selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable;
and
 - b. The prompt written notification to any rejected applicant of the grounds for any rejection; and
 - c. The willingness to accept persons with Sections 8 certificates or housing vouchers.

APPENDIX C

PROHIBITED LEASE PROVISIONS

- **Agreement to be sued.** Agreement by the tenant to be sued, admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
- **Treatment of Property.** Agreement by the tenant that the owner may take, hold or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law.
- **Excusing the owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for actions or failure to act, whether intentional or negligent.
- **Waiver of Notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.
- **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties.
- **Waiver of a jury trial.** Agreement by the tenant to waive any right to a jury trial.
- **Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal or to otherwise challenge in court a decision in connection with the lease.
- **Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

NOTE: The Section 8 Program has a lease addendum, which is used to exclude these provisions from owner's standard leases. Note, however, that the lease addendum does not yet use the "plain English" descriptions of these prohibitions.

APPENDIX D

THE SECTION 3 CLAUSE

24 CFR 135

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulation in 24 CFR part 135, which implements sections 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractors where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contractor for default, and debarment or suspension from future HUD assisted contractors.

- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (I) preference and opportunities for training and employment shall be given to Indians organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 79b).

I have read the above information and am fully aware of its contents.

Trade:								
Trade:								
Other(List)								

Contract Codes
 -Contractor
 -Subcontractor

Racial/Ethnic Codes;
 1= White American
 2= Black American
 3= Native American
 4= Hispanic American
 5= Asian Pacific
 American
 6= Hasidic Jews (For
 Part II only)

Program Codes:
 1= Flexible Subsidy
 2= Section 202/811
 3= Public/Indian
 Housing Development
 4= Homeless
 Assistance
 5= HOME

6= HOME –
 State
 Administered
 7 = CDBG –
 Entitlement
 8 = CDBG –
 State
 Administered
 9 = Other CD
 Programs
 10= Other
 Housing
 Programs

Part II: Contracts Awarded

1. Construction Contracts:

- A. Total dollar amount of all contracts awarded on the project. \$ _____
- B. Total dollar amount of contracts awarded to Section 3 businesses \$ _____
- C. Percentage of the total dollar amount that was awarded to Section 3 businesses _____
- D. Total number of Section 3 businesses receiving contract _____
- E. Enter the number of Section 3 businesses receiving contract by Racial/Ethnic code(s)(see page 1 for codes)

1		2		3		4		5		6	
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2. Non-Construction Contracts:

- A. Total dollar amount of all non-construction contracts awarded on the project/activity
- B. Total dollar amount of non-construction contracts awarded to Section 3 businesses
- C. Percentage of the Total dollar amount that was awarded to Section 3 businesses
- D. Total number of Section 3 businesses receiving non-construction contracts
- E. Enter the number of Section 3 businesses receiving non-construction contracts by Racial/Ethnic code(s) (see page 1 for codes) _____

1		2		3		4		5		6	
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Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing (Check all that apply.)

_____ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

_____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

_____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

_____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

_____ Other; describe below.

Appendix E
MBE/WBE Reporting

This form is intended to collect financial information as to the values of all contracts associated with Fulton County HOME –assisted multifamily projects. It must be turned in at the time of the final draw request and reviewed and approved by Fulton County prior to the processing of this request and final payment.

Project Name And Address:	Construction Period:	
	Contract execution date:	Date of Final Draw request:

Part I General Information

General Contractor Name:			
3. Name of Person completing this report		4. Phone Number (Include Area Code)	
5. Address	6. City	7. State	8. Zip Code

Part III Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)

In the table below, indicate the number, dollar value, and gender and demographic statistics for all contracts associated with your project.

	a. Total	b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	f. White Non-Hispanic
A. Contracts						
1. Number						
2. Dollar Amount						
Sub-Contracts						
1. Number						
2. Dollar Amount						
	a. Total	b. Women Business Enterprise (WBE)	c. Male			
B. Contracts						
1. Number						
2. Dollar Amount						
C. Sub-contracts						
1. Number						
2. Dollar Amounts						